

DISC MASTER DOCUMENT - DISC FORM 2500B, JULY 24, 1997

ISSUED BY: Defense Industrial Supply Center
Acquisition Management
700 Robbins Avenue
Philadelphia, Pennsylvania 19111-5096

IMPORTANT: RETAIN FOR FUTURE USE

GENERAL INFORMATION

For ease of reference, citations to regulations will be to the acronym by which they are commonly known. The Federal Acquisition Regulation is cited as the "FAR"; the Department of Defense Supplement to the FAR is cited as the "DFARS"; and the Defense Logistics Acquisition Directive is cited as the "DLAD." Other acronyms commonly used throughout this document will be "DISC" for Defense Industrial Supply Center and "DoD" for Department of Defense.

This document contains clauses and provisions frequently used in solicitations and awards/contracts/orders issued by DISC with respect to both "simplified acquisitions" (acquisitions not exceeding \$100,000 accomplished under the simplified acquisition procedures of FAR Part 13), and acquisitions in excess of \$100,000.00 accomplished under the procedures set forth in the FAR other than the simplified acquisition procedures of FAR Part 13. The clauses and provisions of this DISC Master Document applicable to a specific acquisition will be identified and incorporated by reference in the INDIVIDUAL SOLICITATION/AWARD/CONTRACT/ORDER issued by DISC. The clauses and provisions of this Master Document also may be incorporated by reference in other acquisition documents issued by DISC, such as the Simplified Purchase Agreement (SPA), Basic Agreements, Basic Ordering Agreements, Blanket Purchase Agreements, and the like, as well as in orders under acquisition documents issued by other Government agencies or Military Departments which authorize the issuance of such orders by DISC.

The clauses and provisions contained in this document, or incorporated in this document by reference, are prescribed for use by the FAR, DFARS, DLAD or by DISC Policies and Procedures under which clauses, provisions or forms have been developed locally for use by DISC. The clauses and provisions are in addition to any clauses, provisions, and forms that might be set forth in full text, or which might be incorporated by reference directly from the FAR, DFARS, or DLAD in the solicitation, award, contract, order, or other acquisition document issued by DISC. Any such acquisition document issued by DISC will contain the full text of all applicable clauses or provisions not incorporated by reference directly from the FAR, DFARS, DLAD, or from this DISC Master Document.

NOTE: The FAR and DFARS may be purchased from the Superintendent of Documents, Government Printing Office, Washington, D.C. 20402.

NOTE: THE PRIMARY SOURCE FOR THE DISC MASTER DOCUMENT IS ON THROUGH THE DISC HOME PAGE . A PORTABLE DOCUMENT FORMAT (PDF) AND PRINTED VERSION WILL ALSO BE AVAILABLE. **THE PRINTED VERSION WILL ONLY BE AVAILABLE UPON REQUEST ON A FIRST COME-FIRST-SERVE BASIS** AND WILL BE LIMITED IN THE NUMBER OF COPIES AVAILABLE. IT IS RECOMMENDED THAT A INTERESTED PARTIES MAKE A PRINTOUT FOR READY REFERENCE!

IDENTIFICATION AND AVAILABILITY OF SPECIFICATIONS AND DRAWINGS

A Department of Defense Single Stock Point (DODSSP) has been established at the Naval Publications and Forms Center, Philadelphia, PA., for unclassified Federal, Military and other specifications and standards, (including commercial), listed in the Department of Defense Index of Specifications and Standards (DODISS) and data item descriptions listed in the Department of Defense Acquisition Management Systems and Data Requirements Control List (DoD AMSDEL) 5010.12-L. FAR Clause 52.211-2, "Availability Of Specifications Listed In The DoD Index Of Specifications And Standards (DODISS) (MAR 1994)", the DoD AMSDEL 5010.12-L, and DISC Clause L022, "Availability of Drawings, Specifications and Standards (JUN 1993 DISC)", located elsewhere in this Document, provide instructions for obtaining specifications, standards and drawings.

DISC CONTRACT FORMAT

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SECTION A - SOLICITATION/CONTRACT FORM

SOLICITATION/CONTRACT FORM
(JUL 1997) DISC 52.214-9101

A001

(a) The provisions and clauses listed herein apply to this solicitation/contract.

(b) Some of the provisions and clauses are printed in full; others are included by reference to

(1) the Federal Acquisition Regulation (FAR),

(2) the Department of Defense (DoD) FAR SUPPLEMENT (variously referred to in this solicitation/contract as "DFARS," or DOD FAR SUPP"), or

(3) the DISC Master Solicitation Document. The provisions and clauses included by reference are identified by clause number, title, date, and regulation paragraph number. The DISC Master Solicitation Document is available from the Defense Industrial Supply Center worldwide web site at:

<http://www.disc.dla.mil/ipu/acquisition/policy/index.html>,

and the FAR and/or DoD FAR Supplement may be purchased from the Superintendent of Documents, Government Printing Office, Washington, DC 20402 or via the World Wide Web (e.g., <http://www.govcon.com/>, or gpo.gov). Each of the provisions and clauses incorporated by reference shall have the same force and effect as if set forth in full.

(c) Whenever a portion of a referenced provision or clause is reproduced to introduce or appropriately identify fill-in portion(s) of the provision or clause, this shall not be construed as varying the meaning of the entire provision or clause as it appears in the referenced document.

(d) Any provisions or clauses which permit or require insertion of information by the offeror are identified by an asterisk (*) and ==>.

(e) Offerors are cautioned that the furnishing of additional information not requested, as well as failure to complete required insertions, may render the offer unacceptable. Bidders submitting their own letterhead with the bid package are cautioned that any conditions appearing on the letterhead which conflict with the terms and conditions of the Invitation for Bid may result in rejection of the bid as nonresponsive.

SECTION D - PACKAGING AND MARKING

FMS INFORMATION REQUIRED FOR MATERIAL INSPECTION AND RECEIVING REPORT
(SEP 1990) DISC 52.246-9I05

D001

Special markings, country and case identifier required for Block 16 of the DD Form 250 are included as part of the Procurement Identification Description.

SPECIAL MARKING INSTRUCTIONS
(JUL 1996) DISC 52.247-9I30

D003

NOTICE FOR DIRECT VENDOR DELIVERIES: In addition to the requirements of paragraph 5.1.6.2., Markings of ASTM D-3951-90, markings on exterior shipping containers will contain as a minimum the NSN, requisition number, and the contract delivery order number. These markings are to be applied through stenciling or other means directly to the exterior shipping container or included in the body of the invoice/shipping document which will be permanently affixed to the exterior shipping container. Regardless of method used, all markings must be visible to receiving personnel. When the total number of containers going to the same destination exceeds either 250 pounds (excluding pallet) or a volume of 20 cubic feet, then palletization is required.

NOTICE FOR SHIPMENT TO DLA STOCK LOCATIONS: Shipments to DLA stock locations must be marked in accordance with MIL-STD-129M dated 15 Jun 93 and MIL-STD-1189B dated 19 Aug 89 with the following exception: Marking, including bar coding, and fragile marking (if required), must be on the outside container and all intermediary containers down to the commercial QUP container.

SECTION E - INSPECTION AND ACCEPTANCE

DISTRIBUTION OF MATERIAL INSPECTION AND RECEIVING REPORT (FEB 1994) DISC 52.246-9106

E001

Distribution of Material Inspection and Receiving Reports (DD Form 250) shall be as follows:

The Purchasing Office copy shall be marked DISC-PO; the DLA Inventory Manager copy shall be marked DISC-_____. Both Copies shall be mailed in one envelope to:

Defense Industrial Supply Center
700 Robbins Avenue
Philadelphia, PA 19111-5096

If this purchase is for Foreign Military Sales (FMS), eight (8) copies are required for the Foreign Military Sales Representative. These shall be mailed to the address specified on DISC Form 700 located in Section B.

In accordance with DFARS Appendix F, a copy of the DD Form 250 must be included with each additional package of a multi - package shipment.

SPECIAL QUALITY CONTROL REQUIREMENTS FOR PREFORMED PACKING **WHICH HAS MK48 TORPEDO APPLICATION** (JUL 1990) DISC 52.246-9101

E002

(a) TEST REPORTS. Production Lot Test Reports required by paragraph 6.1.1 of the specification must be certified and must be approved by Procuring Contracting Officer (PCO) prior to delivery of any packing under this contract. The Production Lot Test Reports shall be delivered to the cognizant QAR on DD Form 1222. The cognizant QAR will ensure that the Report will be delivered to the PCO within fifteen (15) business days from the date it is received from the Contractor. The Procuring Contracting Officer at DISC (PCO) will notify the Contractor of approval/disapproval of the test results within forty-five (45) business days from the date that the Report is delivered to the QAR. The delivery schedule specified in the contract shall be equitably adjusted for delays incurred by the Contractor by reason of the Government's failure to provide notification within the said forty-five (45) day period. Qualification Tests specified in paragraph 4.3.1 of the specification are not required for this contract.

(b) PACKING FURNISHED FROM STOCK. Any preformed packing which the Contractor proposes to deliver under this contract which is not newly manufactured material will be accepted only when accompanied by an approved Production Lot Test Report, which provides traceability to a previous DISC contract, and otherwise meets all of the requirements of the specification/contract.

CERTIFICATE OF QUALITY COMPLIANCE (DEC 1994) DLAD 52.246-9000

E003

The Contractor shall prepare and furnish a Certificate of Quality Compliance (COQC) for all supplies delivered under this contract. If the supplies delivered under this contract are from more than one manufacturing lot, a separate COQC shall be prepared and furnished for each manufacturing lot represented by, manufactured or produced under a product specification, original equipment manufacturer (OEM)/Manufacturer's Part Number, commercial, industry or military standard, or drawings or other technical data.

(a) This Certificate shall contain the following:

(1) The Contractor's name, address, and Commercial And Government Entity (CAGE) code number (if assigned), the contract/order number, the applicable specification, drawing, or standard (including revision/amendment and date), identification of the specific supplies manufactured or produced, (including National Stock Number, nomenclature, type, grade, and class, if applicable); for metal products, the COQC shall include the alloy designation and condition (finish and temper), if applicable. If the Contractor is not the manufacturer, the Certificate shall include the name, address and CAGE Code (if assigned) for each of the entities through which the supplies or materials, components, subassemblies, assemblies or parts passed, so that traceability to the manufacturer will be readily discernible therefrom.

(2) The identification of each parameter for which the contract, specification, drawing, or standard required inspection or testing;

(3) The identification of the specific requirement for each of the parameters in (2), above, for the particular material being produced and covered by the certificate;

(4) The actual results of inspections or tests conducted by the Contractor to demonstrate conformance with each of the specific requirements of (3), above;

(5) The marking requirement for the material and the source of this requirement (contract and specification or standard); and

(6) A statement, signed by an authorized Contractor representative responsible for quality assurance, that (i) the lot has been produced, sampled, tested, and inspected, and marked in accordance with all contract and specification requirements; and (ii) the material complies with all of the contract and specification requirements.

(b) For contracts assigned for Government inspection at source, the Contractor shall have the completed certificate available for review by the Government representative when the material is presented for acceptance by the Government. In the case of destination - inspected material, the Contractor shall attach a copy of the completed certificate to the packing list sent with each shipment to each shipping point designated in the contract. For source inspected material, a copy may (but need not) accompany the shipment. If the Contractor offering the material to the Government is not the manufacturer of the material, the Contractor is responsible for obtaining a certified test report from the manufacturer, including it as part of this COQC, and for demonstrating that the specific material being offered under this certificate is covered by the certified test report.

(c) Unless otherwise specified by the contract, the Contractor shall be responsible for retaining the certificate for a period of 4 years. When requested by the Contracting Officer, the Contractor shall make the certificate available for review by the Government at any time during the period the certificate is required to be retained.

HIGHER LEVEL QUALITY REQUIREMENT (GOVERNMENT SPECIFICATION)
FAR 52.246-11 (APR 1984) ADDENDUM I (FEB 1996) DISC

E006

(b) The following applies if preceded by an "X" in the block provided.

[] The contractor shall comply with the specification titled MIL-I-45208 which is hereby incorporated into this contract.

[] The contractor shall comply with the ISO 9002 standard which is hereby incorporated into this contract.

[] The contractor shall comply with the ANSI/ASQC Q92 standard which is hereby incorporated into this contract.

ADDENDUM I DISC (FEB 1996)

(c) Where the Contractor is not also the manufacturer of the supplies to be furnished, and Government inspection will take place at other than the manufacturer's facility, or where the Contractor is the manufacturer of the supplies

which were in fact produced prior to receipt of this Contract/Order, the in-process inspection requirements of the higher level quality system specified above will not apply. However, when required by the Government Quality Assurance Representative or Contracting Officer at the time of inspection, the Contractor shall furnish the manufacturer's certified reports of in-process inspection and testing conducted in accordance with the requirements of the higher level quality system specified above with respect to supplies furnished under this Contract/Order.

INSPECTION AND ACCEPTANCE PROVISIONS
(SEP 1990) DISC 52.246-9I08

E009

(a) Government Inspection and Acceptance

(1) If Contractor's or Subcontractor's plant is within the contiguous 48 states of the United States or Canada, Government inspection and acceptance will be performed at Contractor's or Subcontractor's plant.

(2) If Contractor's or Subcontractor's plant is outside the contiguous 48 states of the United States or Canada, and the destination or tentative destinations shown is within the contiguous 48 states of the United States, the following shall apply:

(i) Inspection by a duly authorized Government Inspector will be performed at the Contractor's or Subcontractor's plant for compliance with contract requirements.

(ii) On those items awarded FOB Origin, inspection for quantity and condition, as well as acceptance, will be performed at the specified shipping point within the contiguous 48 states of the United States by a duly authorized Government Inspector.

(iii) On those items awarded FOB Destination, inspection for quantity and condition, as well as acceptance, will be performed at destination by the Receiving Activity.

(3) If the Contractor's or Subcontractor's plant is outside the contiguous 48 states of the United States or Canada and the destination or tentative destination is outside the contiguous 48 states of the United States, inspection and acceptance will be as stated in the award.

(b) Arrangement for Inspection

(1) The name and address of the office having cognizance for Government inspection will be shown in the award;

(2) The Contractor will not make any shipment prior to authorization by the cognizant inspector, inspection office, or the Contracting Officer.

DESTINATION INSPECTION AND ACCEPTANCE
(JAN 1989) DISC 52.246-9I04

E011

Inspection and acceptance will be at destination. Until delivery and acceptance, and after any rejections, risk of loss will be on the Contractor unless loss results from negligence of the United States Government. Notwithstanding the requirements for any Government inspection and test contained in specifications applicable to this contract, except where specialized inspections or tests are specified for performance solely by the Government, the Contractor shall perform or have performed the inspections and tests required to substantiate that the supplies and services provided under the contract conform to the drawings, specifications and contract requirements listed herein, including, if applicable, the technical requirements for the manufacturers' part numbers specified herein.

APPLICABILITY OF HIGHER LEVEL CONTRACT QUALITY REQUIREMENTS (FEB 1996) DISC 52.246-9112

E012

(a) This solicitation is for the procurement of items which must be produced in accordance with a higher level quality system. Each of the specifications/standards cited below has been determined to be acceptable. Offeror must indicate below the quality system to which it will comply.

[] MIL-I-45208 [] ISO 9002 [] ANSI/ASQC Q92

(b) Any award resulting from the solicitation will incorporate FAR 52.246-11, Higher Level Contract Quality Requirement (Government Specification) (APR 1984) Addendum I (FEB 1996) DISC; accordingly, the quality system indicated by the Offeror will be cited in paragraph (b) of that clause and, therefore, shall be applicable to the resulting award.

ADDITIONAL REQUIREMENTS MATERIAL INSPECTION AND RECEIVING REPORT (FEB 1996) DISC 52.246-9114

E014

Supplemental data is required on DD Form 250 on export shipments as follows:

(a) Total number of shipping pieces (e.g., packages, boxes, bundles, etc.) by line item.

(b) Total computed weight by line item.

(c) Dimensions of each shipping piece expressed in inches, by line item.

(d) In the case of lumber shipments, a tally showing number of pieces by length and size must be shown in Block 16 of the DD Form 250 or attached to the form if too long for placement in this block. Each tally must reflect both nominal and net size as a thickness and width.

(e) In case of poles, piling and logs, the net measurement tons vary with the actual permitted sizes of the material furnished. The Contractor shall specify on the DD Form 250 the volume in net board feet and measurement tons based on the actual sizes of the material furnished. The volumes may be computed by using the Brereton scale and the conversion factor of 480 board foot measure equals one measurement ton (40 cubic feet) or the following formulas:

Volume in board foot measure = $(C + c)^2 \times L \times 0.001658$.

Volume in measurement tons = $(C + c)^2 \times L \times 0.000003454$.

C = The circumference in inches at the butt.

c = The circumference in inches at the tip.

L = The length in feet.

NOTE: INVOICES - Invoice copies of the DD Form 250 may serve as the invoice, provided shipments are made utilizing this form. If a commercial invoice is to be used, it must be submitted in quadruplicate, unless otherwise specified. Invoices shall contain the following information: contract/order number, CLIN(s), description of supplies, sizes, quantities, unit prices and extended totals. GBL number and weight of shipment will be shown if applicable.

INSPECTION STANDARDS WOOD PRODUCTS (FEB 1996) DISC 52.246-9113

E015

(a) **INSPECTION AND ACCEPTANCE OF SOFTWOOD LUMBER:** The inspection standards and all other provisions of the grading rules of the associations and bureaus cited in the purchase description shall govern the inspection and acceptance by the Government of softwood lumber offered for delivery unless otherwise stipulated in the contract. Each piece of softwood lumber offered for delivery under this contract shall have been inspected, graded and gradestamped with an official gradestamp and registered symbol of the applicable

association or bureau or of an inspection agency approved by the Board of Review, American Lumber Standards Committee (ALSC), at the Contractor's expense, prior to Government inspection. An official certificate of inspection from an ALSC certified grading association, bureau, or testing agency may be provided at the Contractor's expense for each truck or rail car shipment when no official grade stamp exists or is unavailable for the lumber to be furnished or when it would be impractical to grade stamp any particular item. Authorization, written or oral, to provide a certificate of inspection in lieu of grade-stamping must be obtained from the Contracting Officer prior to shipment. A certificate issued by a mill is not acceptable. NOTE: Glued stock is not permitted unless otherwise specified in the contract.

(b) INSPECTION AND ACCEPTANCE OF HARDWOOD LUMBER:

(1) The inspection standards and provisions of the grading rules of one of the following associations shall govern the inspection of hardwood lumber (when specified in the contract):

(i) Maple Flooring Manufacturers Association(MFMA)

(ii) National Hardwood Lumber Association (NHLA)

(iii) National Oak Flooring Manufacturers Association (NOFMA)

(2) When the total quantity of hardwood lumber awarded is 8,000 BF or more, each piece of the NHLA grade of hardwood lumber, except No. 3A and 3B commons, furnished under this contract shall be graded and hammer branded by an NHLA National Inspector prior to offering the material to the Government. The National Inspector shall complete a Certificate for each shipment certifying that the grade and tally of the lumber meet the contract requirements. Unless otherwise specified, the NHLA inspection will be made after kiln drying when kiln drying is required. The Contractor shall bear the cost of the Certificate, including incidental expenses of the National Inspector. When Government inspection is at origin, the Contractor shall request the NHLA Certificate in triplicate and shall furnish two copies to the DCMC representative. The DCMC representative shall forward one copy to the consignee and shall retain the other copy in his files. When Government inspection is at destination, the NHLA Certificate must be attached to the consignee's copy of the DD Form 250 (Material Inspection and Receiving Report) or shipping document, and mailed to the destination, marked for the attention of the Receiving Officer. The Certificate may be used by the Government as evidence that the material conforms to the grade requirements of the contract. If the total quantity of hardwood lumber awarded is less than 8,000 BF the Contractor must furnish a Certificate of Conformance per Clause E008.

(3) For shipments to overseas activities, material will be inspected and accepted at origin. When an NHLA Certificate is not required, a Certificate of Conformance will be prepared by the Contractor certifying that the moisture content, end-coating and sizes, as well as grade and tally, meet the contract requirements.

(4) Unless otherwise specified in the contract, shipments of material to CONUS activities will be inspected and accepted at destination. Government inspection shall be for tally, moisture content, end coating, and sizes, as well as grade if an NHLA Certificate is not required.

(5) When kiln dried lumber is furnished, lumber shall be measured after kiln drying and shall be quoted, invoiced, and delivered on the basis of net board footage, with no addition of footage for kiln drying shrinkage. Unless otherwise specified, the NHLA Standard Kiln Dried Rule applies.

(6) Oak Wilt Disease (Oak and Chestnut Wood): If this solicitation/ contract covers hardwood wood products which may consist of Red or White Oak or Chestnut, the following applies:

(i) An embargo is in effect that prohibits the shipment of oak and chestnut wood to Belgium, Denmark, France, Italy, Great Britain, Ireland, Luxembourg, Netherlands, or Germany unless one of the following conditions is satisfied:

A. The wood is bark free and square-edged so that none of the natural rounded surface tissues remain, or

B. The wood is bark free and has a moisture content not exceeding 20 percent (%).

(ii) The Contractor is responsible for complying with the above requirements and for performing such inspections as may be necessary to assure compliance. In the event a shipment is frustrated due to noncompliance, the Contractor will be held responsible for the cost incurred to correct violation of this requirement, which will include the cost of sorting out defective material, its disposal, and the cost of replacing defective material with conforming material.

(iii) The rights hereby provided the Government shall not be affected by other provisions concerning the conclusiveness of inspection and acceptance and are in addition to and do not limit any rights of the Government under other provisions of the contract.

(c) INSPECTION AND ACCEPTANCE OF PLYWOOD:

(1) Plywood furnished in accordance with Commercial Item Description (CID) A-A-55057 Panels, wood/wood based, construction and decorative, dated 25 March 1991, shall be inspected by the Contractor prior to Government inspection. Each construction or industrial plywood panel shall be graded or trademarked in accordance with U.S. Product Standard PS 1 and shall bear the stamp of one of the following qualified inspection agencies:

(i) American Plywood Association (APA)

(ii) Timber Engineering Company (TECO)

(iii) Pittsburgh Testing Laboratory (PTL)

(iv) Timber Products Inspection (TP)

(2) Hardwood and decorative plywood shall be in accordance with American National Standards Institute, Hardwood Plywood Manufacturers' Association, American National Standard for Hardwood and Decorative Plywood, ANSI/HPMA HP-1984. All plywood represented as conforming to ANSI/HPMA HP-1984 shall be identified by either of the following methods:

(i) Each panel shall be marked with the symbol of this ANSI/HPMA HP-1984, the name or recognized identification of the producer; the species and grade of the face veneer; the type of plywood; the symbol "CP" if container plywood; and the identity of the qualified inspection and testing agency, if applicable; or

(ii) The shipment or order shall be accompanied by a written certification which states that the panels conform to all of the requirements of ANSI/HPMA HP1984, and identifies the producer; the species and grade of the face veneer; the type of plywood; the qualified inspection and testing agency, if applicable, and the specific intended use if container plywood. When inspection is at origin, a copy of the certificate must be furnished to the Government QAR and when inspection is at destination, a copy of the certificate must be attached to the consignee's copy of the DD Form 250 Material Inspection and Receiving Report.

(d) INSPECTION AND ACCEPTANCE OF TREATED MATERIAL:

(1) Material to be treated must be inspected by the Government at the treating plant prior to treatment to determine that the grade, moisture, and other attributes of the purchase description are complied with. Notice of nonconformance by the Government inspector to the Contractor or its Subcontractor at the location where inspection is performed shall constitute notice of rejection to the Contractor.

(2) The edition of AWP Standard M3, Standard Quality Control Procedures for Wood Preserving Plants, in effect on date of contract shall be followed in the treatment of the supplies.

(3) After preservative treatment, the Contractor is responsible for the inspection and tests specified in the edition of Federal Specification TT-W 571 in effect on the date of the contract. In addition, the Contractor must have a qualified, independent, quality control agency accredited by the Board of Review of the American Lumber Standards Committee (ALSC) for service to treating plants and for the commodity specified in the order, take borings to determine the penetration and retention of the preservative, subject to the following exceptions:

(i) The requirement for an independent agency to take borings is waived if the treating plant is licensed to use the quality mark of such an agency, i.e., is licensed for the type of preservative and commodity specified in the contract.

(ii) For waterborne preservatives only, the Contractor is relieved of the responsibility for on-site assay testing.

(iii) For railroad ties, the independent quality control agency is not required to be accredited by ALSC. Such agency though, shall have demonstrated its competence to the satisfaction of the Government QAR.

(4) A copy of all test reports for the supplies tendered for final Government inspection and acceptance must be furnished to the Government QAR for inspection at the treating plant. These reports and compliance with pertinent AWWA standards will constitute acceptance evidence of quality control by treatment plants.

(5) When fire retardant treated material is required, a certificate of the test results in accordance with the edition of Military Specification MIL-L-19140 in effect on the date of this contract must be forwarded by the Contractor with each shipment and a copy furnished to DISC-WAA.

(6) The Contractor is responsible for the performance of all inspection and testing requirements. Furthermore, the Contractor is required to maintain records thereof for a period of four years after final payment.

(7) Unless otherwise specified, inspection and acceptance of sawn stock, round stock, and plywood treated in accordance with Federal Specification TT-W 571 for CONUS orders of \$1000 or less will be performed at destination.

(e) INSPECTION AND ACCEPTANCE OF OTHER MATERIAL: (Applicable only when subparagraph (a),(b), (c) or (d) above do not apply.)

The Contractor shall inspect and grade each piece of material offered for delivery prior to Government inspection. Tests set forth in the applicable specification will be performed by the Contractor at his expense. When inspection is at origin, copies of test records and data shall be furnished the Government QAR and, when inspection is at destination, a copy of test data and records must be attached to the consignee's copy of the DD Form 250, Material Inspection and Receiving Report.

(f) INFESTATION: Material offered for Government inspection which contains live woodboring insects or marine borers, in any state of development at the time of inspection, will be rejected.

(g) Notwithstanding the foregoing, all supplies, as provided by FAR 52.246-2, Inspection of Supplies Fixed Price, shall be subject to inspection and acceptance by the assigned government quality assurance representative or the activity designated in this contract.

(h) The presence of a gradestamp or certificate of inspection, as specified herein, may be accepted as objective evidence of inspection for grade characteristics.

(i) Determination of moisture content may be made in accordance with the provisions of the latest revision of ASTM standards D4442 and/or D4444 in lieu of other referenced documents.

MEASURING AND TEST EQUIPMENT REQUIREMENTS (JUL 1997) DISC 52.246-9118

E016

Notwithstanding any other clause to the contrary, and/or in addition thereto, the Contractor shall ensure that the gauges and other measuring and testing equipment which are used in determining whether the supplies presented to the Government for acceptance under this contract fully conform to specified technical requirements are calibrated in accordance with International Organization for Standards (ISO) 10012-1, "Quality Assurance Requirements for Measuring Equipment," Part 1: "Meteorological Confirmation System for Measuring Equipment," or American National

Standards Institute (ANSI)/National Conference of Standard Laboratories (NCSL) Z540-1, "General Requirements for Calibration Laboratories and Measuring and Test Equipment;" or comparable standards.

PRODUCT VERIFICATION TESTING REQUIREMENT
(JUL 1997) DISC 52.246-9119

E017

(a) Reference: The applicable documents are the issues of Federal Acquisition Regulation (FAR) Clause 52.246-2, "Inspection of Supplies - Fixed Price", and ANSI/ASQC Z1.4-1993, which are in effect on date of the opening of offers resulting from Invitation for Bids and date of award for all other contractual actions. These documents form the basis for the Government's right to perform product verification testing (PVT) of this product. FAR 52.246-2 is hereby incorporated by reference into the contract if not otherwise called out in the purchase document.

(b) The contractor is responsible for ensuring that supplies are manufactured, produced, and subjected to all tests required by applicable material specifications/drawings specified in the purchase description of the contract. Notwithstanding any other clause to the contrary, and/or in addition thereto, the Government reserves the right to conduct PVT to ascertain if any or all requirements of the purchase identification description contained elsewhere herein are met prior to final acceptance.

(c) On any given contract, the Government may require PVT through a Government-designated testing laboratory on the contract or production lot at Government expense. Testing will consist of chemical and/or mechanical/dimensional conformance tests as the Government deems necessary. When material under the contract is designated by the Contracting Officer/Administrative Contracting officer for such test, the Government inspector will select a sample size in accordance with ANSI/ASQC Z1.4-1993, randomly from the contract or production lot, and send the samples to a designated laboratory for testing. Where origin inspection is specified, the contractor agrees to make available, at the Government's request, at the manufacturing facility, subcontracting facility, and/or final point of inspection, the quantity selected by the DCMC QAR to verify that the entire lot tendered meets the requirements of the contract. The Government shall be permitted to select such samples at random from the production lot tendered for acceptance.

(d) [This paragraph pertains to all acquisitions except unilateral purchase orders.]

(1) The PVT samples will be sent, by the Government and at government expense, to a Government designated testing laboratory for product verification. The Government will notify the Contractor of the results of the testing within 15 working days of receipt of the samples by the Government. If the Government fails to act within the period set forth herein for notification, the Contracting Officer shall, upon timely written request, equitably adjust, under the Changes Clause of this contract, the delivery or performance dates and/or the contract price and any other contractual term affected by the delay. The Government is not required to accept/reject the supplies tendered until after receipt of the PVT test results.

(2) the Government shall have the option to require the Contractor to screen the entire lot tendered for any defects noted by the PVT testing. Any defects so found shall be corrected before retendering the lot for acceptance by the Government. Further, the Government may subject this lot to additional PVT testing. If the Government disapproves the lot tendered for acceptance because of a failure to pass the PVT, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract. In such case, the Government reserves all rights and remedies to which it is otherwise entitled by law, regulation, or this contract.

(e) [This paragraph pertains only to unilateral purchase orders.]

(1) The PVT samples will be sent, by the Government and at Government expense, to a Government-designated testing laboratory for product verification. The Government will notify the Contractor of the results of the testing within 15 working days of receipt of the samples by the Government. If the Government fails to act within the period set forth herein for notification, the Contracting Officer shall, upon timely written request, incorporate FAR clause 52.243-1, "Changes - Fixed Price", into the purchase order, and equitably adjust the delivery or performance date and/or the price and any other terms affected by the delay. The Government is not required to accept/reject the supplies tendered until after receipt of the PVT test results.

(2) The Government shall have the option to require the Contractor to screen the entire lot tendered for any defects noted by the PVT. Any defects so found shall be corrected before retendering the lot for acceptance by the Government. Further, the Government may subject this lot to additional PVT. If the Government disapproves the lot tendered for acceptance because of a failure to pass the PVT, the Government has the right to reject the entire offer, thereby releasing the parties from further obligations under the purchase order.

(f) [This paragraph pertains only when "HEAT NUMBER" or "DIE NUMBER" requirements are in the contract description or specifications. It shall take precedence over any provisions of this contract or of this PVT clause which are inconsistent herewith.]

(1) If the contract description of specifications require that the supplies be identified by "HEAT NUMBER" or "DIE NUMBER", the selection of samples on a random basis in accordance with paragraph (c) above shall be from each "HEAT" or "DIE NUMBER" lot which is included in the production lot or contract lot tendered for acceptance.

(2) The time specified in subparagraph (d)(1) above for Government notification to the Contractor of the results of the PVT is modified to provide for thirty (30) working days of the receipt of the samples by the Government.

(3) Subparagraph (d)(2) above is modified to provide that, if the PVT reveals nonconformities in the chemical or mechanical properties of the samples tested, the nonconformities shall be cause for rejection of the entire "HEAT" or "DIE NUMBER" lot included in the production or contract lot. Any "HEAT" or "DIE NUMBER" lot which is rejected may not be retendered for Government inspection and acceptance.

(4) Except as modified by (1) through (3) of this paragraph (f), the requirements of paragraphs (a) through (e) shall remain in full force and effect.

(g) Samples subjected to PVT are deemed to be part of the contract quantity. Samples destroyed during testing will be paid for at the contract price provided the samples pass PVT. In such case, the QAR will annotate the DD Form 250 with the total acceptable contract quantity, i.e., number of samples destroyed and the quantity of material being shipped. Those samples not destroyed during PVT will be returned to the Contractor at the Government's expense and will be included as part of the total contract quantity within the limits of the quantity variation clause specified in the contract.

(h) The Contractor will not be paid for those samples destroyed during testing which fail PVT. Such failure will result in rejection of the entire contract lot from which the samples were taken. Those samples from a rejected lot which were not destroyed during PVT may be returned to the Contractor at the Contractor's request and expense.

(i) The Administrative Contracting Officer (ACO) is hereby authorized to issue any contractual modification necessary as a result of material which passed testing but was destroyed during the process. The modification should reflect a new total contract quantity as the actual quantity received by the Government; and a total contract dollar value as the dollar amount of the quantity received by the Government plus the dollar amount of the quantity destroyed during PVT. An additive CLIN should be used to reflect the dollar value of the quantity destroyed during PVT so that the unit price is not affected. The ACO should immediately forward a copy of any modification to the Procurement Contracting Officer (PCO).

PRODUCT VERIFICATION TESTING OF PACKAGED PETROLEUM PRODUCTS
(NOV 1996) DISC 52.246-9I20

E018

(a) The Contractor is responsible for ensuring that supplies are manufactured, produced, and subjected to all tests required by applicable material specifications/ drawings specified in the purchase description of the contract. Notwithstanding any other clause to the contrary, and/or in addition thereto, the Government reserves the right to conduct product verification testing (PVT) to ascertain if any or all requirements of the purchase identification description contained elsewhere herein are met prior to final acceptance.

(b) On any given contract, the Government may require PVT through a Government-designated testing laboratory on the contract or production lot. The testing itself will be conducted on a number of samples at Government expense. However, the provision of sample containers and all costs associated with the transportation of samples to and from the testing facility will be the responsibility of the Contractor. Testing will consist of chemical and/or mechanical/dimensional conformance tests as the Government deems necessary. When material under the contract is designated by the Contracting Officer/Administrative Contracting Officer Technical representative (i.e.,

quality assurance representative) for such test, the Government inspector will conduct sampling in accordance with skip-lot procedures, randomly from the contract or production lot tendered for acceptance, and will observe the Contractor in the packaging and shipment of the samples to the designated laboratory for testing.

(c) The PVT samples will be sent, by the Contractor and at the Contractor's expense to a Government-designated testing laboratory for product verification testing. The Government will notify the Contractor of the PVT results within a reasonable time after testing is completed. The Contractor shall not delay shipment of the supplies pending receipt of PVT results unless specifically directed to do so by the QAR or Contracting Officer. The Government reserves the right to hold acceptance until after receipt of the PVT results.

SECTION F - DELIVERIES OR PERFORMANCE

CONSIGNMENT AND ADDRESSING INSTRUCTIONS (JUL 1997) DISC 52.247-9103

F002

(a) Supplies furnished under this contract/order shall be addressed as specified on the description page and consigned to destinations in accordance with the current "DISC Consignment Instructions," (DISC policy worldwide web site at : <http://www.dla.mil/ipu/acquisition/policy/index.html>), except as indicated in paragraphs (c), (d), (e), and (f) below.

(b) ALL MARK FOR information, as indicated by the symbol (M/F:), included in the contract/order shall also be shown on the package.

(c) Parcel post shipments shall be consigned as shown in the contract/order.

(d) Parcel post overseas shipments consigned to APO or FPO addresses must move via the U.S. Postal Service and by no other means of transportation.

(e) Consignment instructions for overseas shipments ineligible for the U.S. Postal Service must be obtained from the Defense Contract Management Command (DCMC) Office.

(f) Any questions regarding consignment and addressing instructions should be directed to the DISC Transportation Office at (215) 697-3083.

FMS SHIPPING INSTRUCTIONS (JUL 1990) DLAD 52.225-9001

F005

The Contractor will contact the transportation officer at the cognizant contract administration office for shipping instructions prior to shipment. For contracts administered by the Defense Contract Management Command (DCMC), the Contractor must submit a DD Form 1659, Application for U.S. Government Shipping Documentation/Instructions, to the transportation office for shipping instructions 18 days prior to shipment.

CLEARANCE AND DOCUMENTATION REQUIREMENTS - SHIPMENTS **TO DoD AIR OR WATER TERMINAL TRANSHIPMENT POINTS** FAR 52.247-52 (APR 1984) ADDENDUM I DISC (AUG 1994)

F009

ADDENDUM I DISC (AUG 1994)

(i) (1) The transportation office to be contacted in conjunction with the clearance requirements is the DISC Transportation Office, (215) 697-3083 or 3654.

(2) The requirements to contact the DISC Transportation Office applies to all situations described in the clause and also applies to,

(i) shipments bound for overseas exceeding Parcel Post limitations, or otherwise annotated, "DO NOT SHIP PARCEL POST," or,

(ii) shipments to Outside Continental United States (OCONUS) destinations exceeding 10,000 pounds.

(j) When either situation described in (i) (2) above applies, the Contractor shall contact the DISC Transportation Office at least twenty-four (24) hours but not more than five (5) days prior to shipment and provide, at a minimum, the following information:

DELIVERY ORDER NUMBER (SP0500-9X-D-XXXX-XXXX)
NUMBER OF PALLETS OR BUNDLES
GROSS WEIGHT OF SHIPMENT (GWT)
DIMENSIONS AND CUBIC SIZE OF SHIPMENT (WIDTH, LENGTH, DEPTH)
ESTIMATED SHIPMENT DATE (JULIAN DATE)

F.O.B. ORIGIN - TRANSPORTATION ON COLLECT COMMERCIAL BILL
OF LADING - FOREIGN MILITARY SALES (FMS) SHIPMENTS
(SEP 1990) DISC 52.247-9I12

F011

(a) F.O.B. Origin shipments shall be made on collect commercial bill of lading. Small parcel commercial carriers may be utilized for shipments involving packages which are fifty (50) pounds or less provided the small parcel carrier will transport the supplies on a "collect" basis. The United States Postal Service does not employ "collect" procedures and is not an authorized carrier for purposes of this clause. Quantities will not be divided into small parcel lots for the express purpose of falling within the weight limits of particular small parcel commercial carriers.

PARAGRAPH (b) DOES NOT APPLY TO FAST PAY ORDERS.

(b) At least ten (10) days prior to anticipated date of shipment, the Contractor shall submit its written request for inspection to the Government Inspection Office, or the Cognizant Government Inspector, as applicable, designated in the Award/Contract. The Inspector will conduct the required inspection, and, upon receipt of a copy of the collect commercial bill of lading, will complete the Material Inspection and Receiving Report (DD Form 250).

(c) In addition to any other requirements for distribution of the DD 250, the Contractor shall forward one copy thereof in advance of shipment of the supplies to the Freight Forwarder designated in Block 1, entitled "Ship Material To," of the DISC Form 700 included in the contract/solicitation. If no freight forwarder is designated in Block 1 of the DISC Form 700, the advance copy of the DD 250 shall be forwarded to the freight forwarder whose name the Contractor shall obtain from the Transportation Officer at the cognizant Contract Administration Office in accordance with the instructions set forth on DISC Form 700.

The following paragraph (d) applies if the supplies offered will be shipped from within the United Kingdom of Great Britain or Northern Ireland (U.K.), Norway, the Netherlands, Germany, Italy, Portugal, Belgium, Denmark or Canada.

(d) At least fifteen (15) days prior to anticipated date of shipment the Contractor shall request the Transportation Officer at the cognizant Contract Administration Office to furnish the name and address of the freight forwarder in the country of shipment who represents the country in which the ultimate destination is located. Upon receipt of such advice, shipment will be made on an F.O.B. Origin, freight collect basis to that freight forwarder. However, notwithstanding the provision of this paragraph, the inspection and documentation requirements of the above paragraphs apply.

ACCELERATED DELIVERY
(SEP 1990) DISC 52.211-9I07

F012

Unless the contract provides otherwise, at no adjustment in the contract price, the Contractor is authorized to exceed the rate of delivery specified, or to complete performance of this contract prior to the time(s) set forth in the Schedule. Further, unless the Contractor and the Contracting Officer have mutually agreed otherwise, and the contract has been appropriately modified in writing, no accelerated delivery shall obligate the Government to perform any of its obligations under the contract at a date earlier than that which is set forth in the Schedule merely to assist the Contractor in making deliveries, or in completing performance of the contract, on an accelerated basis.

ORIGIN PRICE FAST PAY
(SEP 1990) DISC 52.247-9I18

F017

The price does not include transportation charges. The material will move on a commercial bill of lading. The transportation charges will be added as a separate item on the invoice, in accordance with FAR 52.213-1, "Fast Payment Procedures."

AREA REQUIREMENTS - CONTINENTAL U.S.
(SEP 1990) DISC 52.216-9I11

F019

(a) Each item of supply of this solicitation/contract is identified by a National Stock Number (NSN) and a Contract Line Item Number (CLIN). Each CLIN covers the Government's requirements for item of supply within the area of the Continental Limits of the United States, excluding Alaska.

(b) Except as otherwise provided by this solicitation/contract, the Government shall order from the Contractor all of its requirements for each item of supply identified in the Schedule, which is required in the area of the Continental United States, excluding Alaska, and which is to be purchased by the Defense Industrial Supply Center (DISC).

AREA REQUIREMENTS - EAST AND WEST OF MISSISSIPPI
(SEP 1990) ADDENDUM I (AUG 1994) DISC 52.216-9I04

F020

(a) Each item of supply in the Schedule is designated by a National Stock Number (NSN). Each NSN is subdivided into two Contract Line Item Numbers (CLINS), one odd (CLINS 0001, 0003, 0005, etc.), and one even (CLINS 0002, 0004, 0006, etc.). The CLINS identified by the odd numbers represent the Government's requirements for the item of supply in the area of the Continental United States East of the Mississippi River. The CLINS identified by the even numbers represent the Government's requirements for the item of supply in the area of the Continental United States West of the Mississippi River, excluding Alaska.

(b) Except as otherwise provided by this solicitation/contract, the Government shall order from the Contractor who is awarded the odd-number CLIN for each item of supply all of its requirements for the CLIN within the Continental Limits of the United States East of the Mississippi River, which are to be purchased by the Defense Industrial Supply Center; and, except as otherwise provided by this solicitation/contract, the Government shall order from the Contractor who is awarded the even-number CLIN for each item of supply all of its requirements for the CLIN within the Continental United States West of the Mississippi River, excluding Alaska, which are to be purchased by the Defense Industrial Supply Center.

ADDENDUM I DISC (AUG 1994)

[] (c) [This paragraph (c) applies if preceded by an "X" in the solicitation/contract. It shall take precedence over any provisions of this contract or the basic "Area Requirements" clause which are inconsistent herewith.]

(1) For ease of identification and evaluation for award, CLINs are assigned Arabic numerals and LOTS are assigned Roman Numerals. Further, odd numbered CLINS (e.g., 0001, 0003, 0005, etc.) are grouped in odd numbered Roman Numeral LOTS, (e.g., I, III, V, etc.) and even numbered CLINS are grouped in even numbered Roman Numeral LOTS.

(2) Except as otherwise provided by this solicitation/contract, when and if ordered by the issuance of Delivery Orders hereunder, the Contractor which is awarded any odd numbered CLIN/LOT shall deliver the supplies ordered to the destination specified in the Order, within the Continental United States East of the Mississippi River, and the Contractor which is awarded any even numbered CLIN/LOT shall deliver the supplies ordered to the destination specified in the order within the Continental United States West of the Mississippi River, excluding Alaska.

ORIGIN FAST PAY COLLECT COMMERCIAL BILL OF LADING - FMS

F021

SHIPMENTS (SEP 1990) DISC 52.247-9I26

Price does not include transportation charges. Material to move on collect commercial bill of lading in accordance with paragraphs a, c and d of clause F011 entitled "FOB Origin Transportation on Collect Commercial Bill of Lading - FMS Shipments."

PLACE OF DELIVERY - PORT OF LOADING

F022

(JUL 1997) DISC 52.247-9I27

(a) Supplies called for in this Order are destined for an overseas location. The Contractor is responsible for delivery of the supplies to the port of loading shown on the item description page.

(b) At least ten days prior to shipment, the Contractor will contact the Transportation Officer at the cognizant Contract Administration Office and furnish the following information necessary for preparation of a Transportation Control Movement Document (TCMD):

- (1) The proposed date or date of shipment.
- (2) Number and type of containers.
- (3) Gross weight and cube of the shipment.
- (4) Mode of shipment from Contractor's plant.

DELIVERY TIME - ADDITIONAL PROVISIONS

F023

(SEP 1990) DISC 52.211-9I09

(a) All offers of delivery which are within the Government's required delivery schedule, set forth elsewhere herein, will be evaluated equally with respect to the time of delivery. If the delivery offered with respect to any separately awardable unit (e.g., CLIN or LOT) will not clearly fall within the Government's required delivery, the following apply:

(1) If this is a sealed bid solicitation (IFB), the offer will be rejected as nonresponsive with respect to that awardable unit.

(2) If this is a negotiated solicitation (RFP), the offer will be disregarded if the Contracting Officer elects to award a contract without the opening of discussions.

(b) When the offer sets forth a delivery schedule under which delivery will be earlier than that specified in the Government's required delivery schedule, the Contracting Officer reserves the right to award the contract either in accordance with the earlier delivery schedule offered, or in accordance with the Government's required delivery schedule. IF THE OFFER INCLUDES NO PROPOSED DELIVERY SCHEDULE WHICH DIFFERS FROM THAT WHICH IS CONTAINED IN THE GOVERNMENT'S REQUIRED DELIVERY SCHEDULE, THE GOVERNMENT'S REQUIRED DELIVERY SCHEDULE SHALL APPLY.

(c) Offerors are cautioned that the Government's required delivery set forth in the clause entitled, "Time of Delivery," is expressed in terms of the number of days after date of order, and that any order(s) issued under any contract resulting from the solicitation will be mailed on the date the order is dated. Therefore, in computing the time available for performance, the Offeror must consider the time for the order to be received in the ordinary course of mail. Any offer which is based on delivery which is expressed in terms of "after receipt of contract" ("ARC") or "after receipt of order" ("ARO"), will be evaluated by adding to the offered delivery the maximum number of days required for receipt by the Contractor in the ordinary course of mail. If this is a sealed bid solicitation, and the offered delivery is later than the Government's required delivery, the offer will be rejected as nonresponsive; if this is a negotiated solicitation, and the offered delivery

is later than the Government's required delivery, the offer will be disregarded if the Contracting Officer elects to award the contract without discussions.

(d) Acceleration of delivery under any order issued will be authorized. Unless the Contractor and the Contracting Officer otherwise mutually agree, and the contract/order is modified in writing, any such accelerated delivery shall be at no adjustment in the contract price. Further, unless otherwise mutually agreed by the Contractor and the Contracting Officer, and the contract /order is modified in writing, the Government shall not be required to perform any of its obligations under the contract at a time earlier than that specified merely to enable the Contractor to make delivery on an accelerated basis.

AREA REQUIREMENTS - TENTATIVE DESTINATION
(SEP 1990) DISC 52.216-9I05

F024

(a) Each item of supply described in this solicitation is identified by a National Stock Number. One or more tentative destinations is/are listed under each item of supply. Each tentative destination designates an area of the Continental United States, excluding Alaska, consisting of certain states, or other geographical locations, as more specifically described below. If offers are solicited on the basis of delivery f.o.b. origin, the tentative destination(s) will be used in the evaluation of offers. Each tentative destination, and the area which it represents, is designated by a separate Contract Line Item Number (CLIN).

(b) Except as otherwise provided by this solicitation, the Government shall order from the Contractor all of its requirements for each item of supply within the area designated by the tentative destination (CLIN) to be purchased by the Defense Industrial Supply Center.

(c) The tentative destinations (CLINS) for the supplies set forth covered by this solicitation are as follows:

Item No.
(CLIN)

Tentative Destination

Area

(Will be indicated in the solicitation)

AIR PARCEL POST SHIPPING REQUIREMENTS
(SEP 1990) DISC 52.247-9I02

F025

(a) This solicitation specifies mode of transportation as air parcel post. Offerors are advised to include air postal rates as a cost factor in the calculation of their offers.

(b) The determination by the Government that this acquisition is eligible for shipment by air parcel post is based on the best available data concerning material weight and dimensions. If the Government's data is in error and the material to be shipped is not within parcel post weight and dimensional limitations, and is therefore not eligible for air parcel post shipment, the offeror shall, at the time of his offer, provide the Government, in the space below: 1) the actual weight and dimensions per item; and 2) an alternate unit price, if any, not including air postal rates. If the offeror leaves this clause blank he effectively agrees, as part of his quotation, to ship via air parcel post, and shipment by any other means will then constitute a violation of the terms of the order:

ITEM NO.

TOTAL SHIPPING
WEIGHT IN LBS.

MAXIMUM
LENGTH IN FEET

ALTERNATE
UNIT PRICE

(Will be indicated in the solicitation or purchase order)

AREA REQUIREMENTS - CONTINENTAL U.S. - SET-ASIDE
(MAR 1992) DISC 52.216-9I07

F028

(a) Each item of supply described in this solicitation/contract is identified by a National Stock Number (NSN) and a Contract Line Item Number (CLIN). Each CLIN covers the Government's yearly requirements for the item of supply within the area of the Continental United States, excluding Alaska.

(b) A portion of the yearly requirements of certain CLINS, approximately one-half of the total requirements thereof, is set-aside for award to small disadvantaged or small business concerns, as specified elsewhere in the Schedule. With respect to each CLIN for which a set-aside has been invoked, the following shall apply:

(1) The portion of the CLIN which is set-aside is approximately one-half of the total yearly purchase requirements of the Defense Industrial Supply Center for that CLIN;

(2) The contract awarded for the set-aside portion of the CLIN will contain substantially the same terms and conditions as the contract award for the unrestricted (non-set-aside) portion;

(iii) Except as otherwise provided herein, the contract awarded for the unrestricted portion and the contract awarded for the set-aside portion shall be for approximately one-half for the total yearly requirements for the CLIN within the area of the Continental Limits of the United States, excluding Alaska, to be purchased by the Defense Industrial Supply Center. Accordingly, the Government shall order approximately one-half of its yearly requirements from the Contractor who is awarded the contract for the unrestricted portion of the acquisition of the CLIN, and the Government shall order approximately one-half of its yearly requirements from the Contractor who is awarded the contract for the set-aside portion of the CLIN. However, for the purpose of equitable distribution of the Government's total yearly requirements between the Contractor who is awarded the unrestricted portion of a CLIN and the Contractor who is awarded the set-aside portion of a CLIN, the Government reserves the right to allocate or apportion the issuance of orders and to regulate the quantities assigned to such orders.

AREA REQUIREMENTS - EAST AND WEST OF MISSISSIPPI SET-ASIDE
(MAY 1992) DISC 52.216-9I06

F029

(a) Each item of supply in the Schedule is designated by a National Stock Number (NSN). Each NSN is subdivided into two Contract Line Item Numbers (CLINS), one odd (CLINS 0001, 0003, 0005, etc.), and one even (CLINS 0002, 0004, 0006, ETC.). The CLINS identified by the odd numbers represent the Government's requirements for the item of supply in the area of the Continental United States East of the Mississippi River. The CLINS identified by the even numbers represent the Government's requirements for the item of supply in the area of the Continental United States West of the Mississippi River, excluding Alaska.

(b) A portion of the requirements as to certain NSNs by area (i.e., CLINS) is set-aside for award to small business concerns as specified elsewhere in the Schedule. With respect to each area under an NSN (hereinafter CLIN), the requirements for which are thus partially set-aside, the following shall apply:

(1) The portion of the CLIN set-aside is approximately one-half of the total purchase requirements of the Defense Industrial Supply Center.

(2) The contract awarded under the set-aside portion of the CLIN will contain the same terms and conditions as in this solicitation.

(3) Accordingly, the contract awarded under this solicitation (for the non-set-aside portion) and the contract awarded for the set-aside portion shall each be for, and the Government shall order under each, except as otherwise provided by solicitation, approximately one-half of all of the requirements for the NSN within the area designated by the CLIN, to be purchased by the Defense Industrial Supply Center. For the purpose of effecting an equitable distribution of orders, the Government reserves the right to determine the basis on which quantities to be ordered will be apportioned between the awards for the non-set-aside and the set-aside portions.

(c) On the balance of the CLINS, if any (i.e., those for which the requirements are not partially set-aside), the Government shall order from the Contractor, except as otherwise provided by this solicitation, all of the requirements for the NSN within the area designated by the CLIN, to be purchased by the Defense Industrial Supply Center.

AREA REQUIREMENTS - NEGOTIATED AWARD OF SET-ASIDE
(JUL 1997) DISC 52.216-9108

F030

(a) Each item of supply of this contract is identified by a National Stock Number (NSN) and a Contract Line Item (CLIN). Each CLIN covers approximately one-half the requirements for the described supplies within the designated geographic area and represents the set-aside portion of the procurement for the described supplies. The other contract, approximately one-half the requirements for the described supplies within the same geographic area, was made under the non-set-aside portion of the procurement for the described supplies. Accordingly, except as otherwise provided, the Government shall order from the Contractor approximately one-half the requirements for the described supplies within the designated geographic area to be purchased by the Defense Industrial Supply Center. For the purpose of effecting an equitable distribution of orders, the Government reserves the right to determine the basis on which quantities to be ordered will be apportioned between the awards for the non-set-aside and the set-aside portions.

(b) With respect to CLINS _____, the applicable area is the area of the Continental United States, excluding Alaska.

(c) With respect to CLINS _____, the applicable area is the area of the Continental United States, East of the Mississippi River.

(d) With respect to CLINS _____, the applicable area is the area of the Continental United States, West of the Mississippi River, excluding Alaska.

(e) With respect to CLINS _____, the applicable area is designated by a tentative destinations. The geographic area (by state) designated by each of the tentative destinations shown is fully described below:

Tentative Destination

Area

DD Mechanicsburg, PA

Maine, New Hampshire,
Vermont, Massachusetts,
Connecticut, Rhode Island,
New York, New Jersey,
Pennsylvania, Delaware,
Ohio, Michigan, Maryland,
the District of Columbia,
Virginia, North Carolina,
South Carolina West Virginia,

DDSP New Cumberland Facility, PA

Tennessee, Georgia,
Florida, Alabama,
Mississippi, Louisiana,
Texas, Oklahoma,
Illinois,

DD Tracy, CA

California, Nevada, Arizona,
New Mexico, Utah,
Colorado, Washington,
Oregon, Idaho, Montana,
Wyoming Arkansas,
Missouri, Iowa, Indiana,
Wisconsin, Minnesota,

North Dakota, South Dakota,
Nebraska, Kansas, Kentucky

(f) With respect to CLINS _____, the applicable area is designated by a tentative destination. The geographic area (by states) designated by each of the tentative destinations shown is fully described below.

CLIN

TENTATIVE DESTINATION

AREA

(Will be indicated in the contract)

AREA REQUIREMENTS - TENTATIVE DESTINATIONS - SET-ASIDE
(MAR 1992) DISC 52.216-9110

F031

(a) One or more destinations are listed under each of the supplies described in this solicitation. Each destination listed is tentative, that designates an area, consisting of certain states or geographic areas, as more specifically described below, and if offers are solicited on an F.O.B. origin basis, shall be used for offer evaluation. Each tentative destination and area pertaining thereto is identified in this solicitation by a National Stock Number (NSN) and Contract Line Item Number (CLIN).

(b) A portion of the requirements as to certain supplies by area (i.e., CLINS) is set-aside for award to small business concerns as specified elsewhere in the schedule. With respect to each CLIN (i.e., area) wherein the requirements of the supplies (under which said CLIN is listed) is thus partially set-aside, the following shall apply:

(1) The portion of the CLIN set-aside is approximately one-half of the total purchase requirements of the Defense Industrial Supply Center.

(2) The contract awarded for the set-aside portion of this CLIN will contain the same terms and conditions as in this solicitation.

(3) Accordingly, the contract awarded under this solicitation (for the non-set-aside portion) and the contract awarded for the set-aside portion, shall each be for, and the Government shall order under each, except as otherwise provided by this solicitation, approximately one-half of all the requirements for the described supplies within the area designated by the CLIN (tentative destination) to be purchased by the Defense Industrial Supply Center. For the purpose of effecting an equitable distribution of orders, the Government reserves the right to determine the basis on which quantities to be ordered will be apportioned between the awards for the non-set-aside and the set-aside portions.

(c) On the balance of the CLINS, if any (i.e., those for which the requirements are not partially set-aside), the Government shall order from the Contractor, except as otherwise provided by this solicitation, all of the requirements for the described supplies within the area(s) designated by said items (tentative destination) included in the award, to be purchased by the Defense Industrial Supply Center.

(d) The areas designated by the tentative destinations set forth in the schedule are as follows:

CLIN

TENTATIVE DESTINATION

AREA

(Will be indicated in the solicitation)

AREA REQUIREMENTS - TENTATIVE DESTINATIONS - INCREMENTS/LOTS -
SET-ASIDE (MAR 1992) DISC 52.216-9109

F032

(a) One or more destinations are listed under each of the supplies described in this solicitation. Each destination listed is tentative, designates an area, consisting of certain states or geographical areas, as more specifically described below, and if offers are solicited on an F.O.B. origin basis, shall be used for offer

evaluation. Each tentative destination and area pertaining thereto is identified in this solicitation by a National Stock Number (NSN) and Contract Line Item Number (CLIN).

(b) A unit price is solicited for each of various quantity increments. In this connection, each CLIN is divided into two (2) lots. Lot I consists of quantity increments _____ of the CLIN. Lot II consists of quantity increments _____ of the CLIN.

(c) A portion of the requirements as to certain supplies by lot (for delivery within the area designated by the CLIN) is set-aside for award to small business concerns as specified elsewhere in the schedule. With respect to each such lot wherein the requirements of the supplies are thus partially set-aside, the following shall apply:

(1) The portion of the lot set-aside is approximately one-half of the total purchase requirements of the Defense Industrial Supply Center for the described supplies covered by the quantity increments of that lot for delivery within the area designated by the CLIN (tentative destination).

(2) The contract awarded for the set-aside portion of the CLIN will contain the same terms and conditions as in this solicitation.

(3) Accordingly, the contract awarded under this solicitation (for the non-set-aside portion) and the contract awarded for the set-aside portion, shall each be for, and the Government shall order under each, except as otherwise provided by this solicitation, approximately one-half of all the requirements for the described supplies covered by the quantity increments of that lot for delivery within the area designated by CLIN (tentative destination) to be purchased by the Defense Industrial Supply Center. For the purpose of effecting an equitable distribution of orders, the Government reserves the right to determine the basis on which quantities to be ordered will be apportioned between the awards for the non-set-aside and set-aside portions.

(d) On the balance of the lots, except as otherwise provided by this solicitation, the Government shall order from the Contractor awarded Lot I of a CLIN all the requirements for described supplies covered by the quantity increments of that lot for delivery within area(s) designated by the CLIN(s) by the Defense Industrial Supply Center, and shall order from the Contractor awarded Lot II of a CLIN all of the requirements for the described supplies covered by the quantity increment(s) of that lot for delivery within the area(s) designated by the CLIN(s) tentative destination(s) included in the award to be purchased by the Defense Industrial Supply Center.

(e) The areas designated by the tentative destinations set forth in the schedule are as follows:

<u>CLIN</u>	<u>TENTATIVE DESTINATION</u>	<u>AREA</u>
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(Will be indicated in the solicitation)

TIME OF DELIVERY - DELIVERY EVALUATION FACTOR
(APR 1994) DISC 52.211-9I13

F041

(a) Preface. This acquisition is a BEST VALUE BUY. The Best Value Buy concept gives recognition to the fact that the acquisition of supplies at the lowest offered price is not always the most economical; that, by contracting for earlier delivery, even at a higher price, the Government will realize cost savings. In conjunction with the clause in Section M hereof entitled, "EVALUATION - DELIVERY EVALUATION FACTOR," this clause is designed to obtain for the Government the combination of price and delivery which represents the BEST VALUE. In addition to price, evaluation of offers will include an evaluation factor for delivery. This Delivery Evaluation Factor (DEF) reflects the Government's calculated daily cost of Production Lead Time (PLT) for the item(s) being purchased. PLT represents the time between the date on which the contract is awarded and the date on which delivery is made under the contract. The daily cost is the Production Lead Time Daily Value or the PLT Daily Value, which represents the Quarterly Forecasted Demand for the item(s) which is divided by the number of days in a quarter (91.3), and then multiplied by the Government's estimated acquisition unit cost of the item based on historical data. The

formula for evaluation are set forth in the clause of Section M entitled, "EVALUATION - DELIVERY EVALUATION FACTOR," and will be applied to the Offeror's proposed delivery schedule set forth in Subparagraph (c) of this clause as it compares to the Government's Required Delivery Schedule set forth in Subparagraph (b) of this clause. If the Offeror's proposed delivery is identical to the Government's Required Delivery Schedule, the DEF will be zero. The Offeror is cautioned that the Contracting Officer might or might not open discussions after receipt of proposals. Therefore, it is in the Offeror's best interest to offer its best combination of price and delivery in its initial proposal.

(b) Government's Required Delivery. The Government's Required Delivery Schedule for purposes of evaluation of offers under this solicitation is as set forth below:

REQUIRED DELIVERY SCHEDULE

<u>ITEM NO.</u>	<u>QUANTITY</u>	<u>WITHIN NO. OF DAYS AFTER DATE OF CONTRACT</u>
-----------------	-----------------	--

(Will be indicated in the solicitation)

(c) Offeror's Proposed Delivery. If the Offeror proposes a delivery schedule other than the Government's Required Delivery Schedule, that proposed delivery schedule shall be inserted in the space provided below:

OFFEROR'S PROPOSED DELIVERY SCHEDULE

<u>ITEM NO.</u>	<u>QUANTITY</u>	<u>WITHIN NO. OF DAYS AFTER DATE OF CONTRACT</u>
-----------------	-----------------	--

(Will be indicated in the solicitation)

IF THE OFFEROR DOES NOT PROPOSE A DELIVERY SCHEDULE IN THE SPACE PROVIDED ABOVE, OR ELSEWHERE IN THE OFFER, THE GOVERNMENT'S REQUIRED DELIVERY SCHEDULE WILL BE DEEMED TO APPLY.

TIME OF DELIVERY - CUSTOMER ORIENTED DELIVERY DVD
(MAY 1997) DISC 52.211-9I01

F044

(a) Except as may be provided below, and subject to the Maximum Order Limitation put forth in clause, _____ supplies ordered under the terms of this contract shall be delivered within the Required Delivery Date (RDD) specified in each delivery order. In the event that an RDD is not cited in the delivery order, or is less than _____ days, the RDD will be within _____ days from the date of the delivery order. However, with respect to any item, if an individual order exceeds a quantity which is equal to _____ % of the Government's Annual Estimated Quantity (AEQ) for the current contract year as defined in clause F051, or, when more than one delivery order is placed against the contract within _____ days of any prior delivery order and the aggregate quantity of these delivery orders exceeds a quantity which is equal to _____ % of the AEQ for the current contract year, and, in either case, the Contractor temporarily cannot meet the customer oriented delivery schedule, the following shall apply:

(1) Within five working days of the date of the order, the Contractor shall notify the Contracting Officer that it temporarily cannot meet the customer oriented delivery schedule and provide a list of all affected orders. Affected orders includes previous orders for items that might be impacted by the order or orders for large quantities as described in paragraph (a) above. The Contractor shall include in this notification the following information for each order:

- (i) delivery order number,
- (ii) affected quantity,

- (iii) NSN,
- (iv) quantity on hand of finished products,
- (v) quantity in production, if the Contractor is a manufacturer, with scheduled completion date(s),
- (vi) and/or the quantity due in, if the Contractor is not a manufacturer, with scheduled receipt date(s).

(2) Upon notification, the Contracting Officer will prioritize this list of orders for purposes of determining the order of delivery for any quantities which remain in the contractor's stock or become available prior to complete recovery as described in subparagraph (3) below. Following notification and until such time as the Contractor has satisfied the Contracting Officer that it is able to meet the customer oriented delivery schedule, the Government reserves the right to order items from other sources and/or cancel any affected orders, and obtain the supplies outside this contract.

(3) A revised delivery schedule will be incorporated into a modification for all affected orders not cancelled pursuant to subparagraph (2) above, or any additional orders issued subsequent to the prioritization.

(b) Stocking Up Time. Delivery orders issued between the date of the award of the basic contract and a date _____ days after the date of the basic contract award shall require delivery at destination within _____ days after date of order, or within _____ days after date of the award of the basic contract, whichever is later.

(c) The Contractor shall not make partial delivery of supplies under a delivery order unless instructed to do so, nor shall the Contractor submit an invoice for any partially shipped order.

(d) The Contractor shall deliver the supplies to the destination(s) specified in the delivery order as close in time to the specified RDD as is practical without exceeding the RDD, however, the Contractor will not ship material earlier than _____ days prior to the RDD.

(e) Notwithstanding the requirements above, where material is identified as urgently required, the Contractor shall make delivery within _____ calendar days after date of order.

(1) Identification of Urgent Material.

(i) Urgent Material will be identified by an Issue Priority Designator (IPD) code of 01, 02 or 03 in the destination "Mark For" (M/F) data, or whenever the entire delivery order is marked "URGENT".

(ii) If the delivery order contains multiple items or destinations, only those items or destinations identified as "Urgent", as set forth in (e) (1) (i) above will be considered subject to this provision.

(2) If the Contractor fails to make delivery for Urgent material, as described in (e) (1) above, the Government reserves the right to not place any additional orders for "Urgent" material as well as any other orders for those applicable items.

(f) In cases of extreme emergency contact with the Contractor may be necessary in order to ascertain the status of an "Urgent" delivery order. Accordingly, the Contractor shall insert, in the space provided below, an authorized representative that shall be the point of contact for such situations.

CONTRACTOR REPRESENTATIVE NAME

TITLE

TELEPHONE NUMBER

(g) If this is an Indefinite Quantity Contract as identified by the inclusion of the clause, "Indefinite Quantity," the following applies.

(1) If the Contractor fails to make timely delivery with respect to supplies covered by any order issued under this contract, the Government reserves the right, upon written notice to the Contractor, to obtain those supplies in the open market, and to charge the cost thereof to the Government's Guarantee, if the guarantee has not yet been satisfied. However, this shall not apply,

(i) if the reason for untimely delivery is due to an excusable delay within the meaning of the clause entitled "Default;"

(ii) for those orders which exceed the limitations on government ordering delineated under the clause, "Delivery Order Limitations," located elsewhere in this contract.

(2) The Contractor is also cautioned that unless the Contractor has a substantial record of timely delivery, the incentive to place delivery orders under the basic contract will be severely diminished.

SUBMISSION OF PROOF OF DELIVERY
(DEC 1994) DISC 52.247-9I17

F045

(a) DISC will verify actual receipt by its customers of supplies covered by delivery orders issued under this contract. The verification process may include, but will not be limited to, the submission of documentation by the Contractor of delivery to, and receipt by, the DISC customer(s) specified in the order. The Contractor shall provide documentation as follows:

(i) Delivery orders exceeding \$25,000: The Contractor shall submit proof of delivery to, and receipt by, the DISC customer(s)/consignee(s) for all delivery orders exceeding \$25,000. Such documentation shall be forwarded within fifteen (15) days of delivery at the destination, addressed to:

Defense Industrial Supply Center
ATTN: Industrial Management and
Support Division (DISC-PM)
700 Robbins Avenue
Philadelphia, PA 19111-5096

(ii) Delivery orders not exceeding \$25,000: Upon request, the Contractor shall submit proof of delivery to, and receipt by, the DISC customer(s)/consignee(s) for all delivery orders not exceeding \$25,000. Such documentation shall be forwarded within fifteen (15) days of receipt of the request to the address shown in (i) above.

(b) For purposes of this clause, documentation of the following nature will be deemed adequate proof of delivery to, and receipt by, the DISC customer(s)/consignee(s) specified in the order:

(i) UPS Shipments: (Any of the following):

(1) UPS Receipt Card, duly executed by the DISC customer/consignee.

(2) A copy of the UPS Tracer, with a copy of the signed UPS delivery manifest and pick-up record.

(3) A copy of the UPS Tracer, with the receipt signature traced off the UPS delivery manifest and pick-up record.

(ii) U.S. Postal Service Shipments: Certificate of mailing.

(iii) Common Carrier: A copy of the signed commercial bill of lading indicating the carrier's receipt of the supplies covered by the order.

(iv) Other Than Above: A receipted copy of the appropriate delivery document showing receipt at the destination(s) specified in the order.

(c) Failure by the Contractor to provide adequate proof of delivery to/receipt by, the DISC customer(s)/ consignee(s) specified in the order may result in termination of this contract, and may adversely affect the receipt by the Contractor of future contracts. Further, if it is determined that the Contractor knowingly submitted an invoice for goods not shipped, in addition to other remedies available to the Government, this contract may be terminated for default.

EXPORT DELIVERY TERMS WOOD PRODUCTS
(FEB 1996) DISC 52.247-9I19

F046

DELIVERY TERMS: Supplies shall be delivered to the port of loading at the Contractor's expense in accordance with the delivery terms set forth in the contract. The Government will not be responsible for any transportation, storage, demurrage, accessorial loss or damage enroute, or other charges prior to actual delivery of the supplies to:

[] F.O.B. FAS VESSEL, PORT OF SHIPMENT. FAR 52.247-36, FAS VESSEL, PORT OF SHIPMENT (APR 1984) will apply to any resultant contract.

[] F.O.B. DOCK. Supplies shall be delivered to the port of loading by truck and offloaded at the contractor's expense at a point designated by the port authorities.

[] F.O.B. PORT. Supplies shall be delivered to the port loading free on board railcar or truck for mechanical offloading.

FAS VESSEL WOOD PRODUCTS
(FEB 1996) DISC 52.247-9I21

F047

(Applicable to contracts requiring delivery FAS Vessel to West Coast Commercial Piers.)

(a) ACCEPTANCE BY THE GOVERNMENT: The Government QAR will accept the supplies by checking the CQA and acceptance blocks, dating and signing Block 21A of the DD Form 250 on each shipment. The QAR will include the following note on each copy: "Payment is contingent upon each DD Form 250 being signed by an authorized port official evidencing the receipt, count and the good condition of each shipment;" and return the executed copies to the Contractor.

(b) PROCESSING OF SUPPLIES FOR DELIVERY: The Contractor shall arrange for delivery as follows:

(1) Comply with the requirements of Clause F009, Clearance and Documentation Requirements - Shipments to DoD Air or Water Terminal Transshipment Points.

(2) Arrange with the designated port for FAS delivery.

(3) Prepare DD Form 250, Material Inspection and Receiving Report, for each shipment (carload or truckload) and secure inspection and acceptance at origin by the Government QAR.

(4) With each shipment (carload or truckload), forward three (3) executed copies of the DD Form 250 showing CQA and acceptance by the authorized QAR.

(5) Upon arrival of each shipment (carload or truckload) at the port, require the authorized port official to verify the count and condition, to sign and date two copies of DD Form 250 as verification previously signed by the QAR, and return the two copies to the Contractor for submission with his invoice to the paying office as evidence of delivery.

(c) INVOICE CERTIFICATION AND SUPPORTING DOCUMENTATION.

Payment will not be made until supplies are delivered at the port and each invoice must be supported as follows:

- (1) The following certificate must be included on or attached to each invoice:

"I hereby certify that arrangements have been made with the port authority to move the supplies listed on this invoice free alongside ocean vessel in accordance with the provisions of the contract at no expense to and upon request of the Government."

- (2) Two (2) copies of the DD Form 250 signed by the Government QAR as evidence of material acceptance and signed by the authorized port official certifying as to count, condition, and FAS vessel must be attached to the invoice.

TRANSPORTATION OF WOOD PRODUCTS
(FEB 1996) DISC 52.247-9I22

F048

(a) Unless otherwise specified below, the contractor will ship supplies by Flatbed Truck for Forklift Unloading. The contractor may elect to use an alternate mode of transportation, i.e., Open Top Truck, Van, Flatcar (Rail), Boxcar (Rail), or Gondola (Rail). However, if rail is the mode of transportation specified by the Government or elected by the contractor, the contractor is responsible for determining that the consignee is served by a rail siding for delivery.

In lieu of Flatbed Truck, supplies will be shipped using the following mode of transportation:

(b) If the consignee is not served by a rail siding and shipment is made by rail, the contractor must arrange for and bear all costs of offloading and transporting to the consignee.

ALASKAN HAWAIIAN OR PUERTO RICAN REQUIREMENTS
F049
(FEB 1996) DISC 52.247-9I23

This solicitation covers requirements for delivery to Alaska, Hawaii or Puerto Rico, as specified in the schedule. Offers based on furnishing supplies from a facility located in the same state/commonwealth to which shipment is required, must be based on FOB Destination to the consignee. Offers based on the above, must specify the shipping point for supplies below:

SHIPPING POINT: _____.

SHORT LENGTHS OF FILM (VARIATION IN QUANTITY)
(JUL 1996) DISC 52.211-9I06

F050

The contractor may supply short lengths of film and bill for the actual footage shipped. Short roll film length shall be equal to not less than ninety percent (90%) of the nominal film length cited in the item nomenclature. Actual film length will be cited on each short roll unit package.

DELIVERY ORDER LIMITATIONS - INDEFINITE QUANTITY CONTRACT
(STOCK AND/OR DVD) (MAY 1997) DISC 52.216-9I29

F051

(a) **Definitions.**

(1) The term, "**Contract Year**," means a period of twelve (12) calendar months commencing on the contract date and continuing through the twelfth (12th) calendar month thereafter.

(2) The term, “**Annual Estimated Quantity**,” refers to the Government’s good faith estimate of the requirements for each item during a specified “contract year.” If no specific contract year is cited, the annual estimated quantity shall apply to each and every contract year during the period of the contract, including each option year, if any.

(3) The “**Annual Estimated Amount**” for an item is the amount derived by multiplying the annual estimated quantity by the contract unit price at which the item is awarded.

(4) The “**Annual Estimated Value of the Contract**” is the sum of the annual estimated amounts of the items awarded. If the contract base period is in excess of one year, the “**Estimated Value of the Contract**” will be the annual estimated value of the contract multiplied by the number of years in the base period.

(5) The term, “**Base Contract Period**,” defines a period of performance consisting of one or more contract years. For this contract, the **base contract period** is _____ contract year(s), commencing on the contract date and extending through the _____ calendar month thereafter.

(6) The term, “**Guaranteed Minimum**,” is that minimum quantity, or that minimum dollar value, which the Government will guarantee the Contractor for the effective period of the contract. This is not to be confused with the Minimum Order Limitation set forth in Paragraph (b) below. The **guaranteed minimum** is set forth in Paragraph (e) below.

(b) **Minimum Order.** As applicable, the minimum quantity, or the minimum dollar value, for any individual delivery order issued under this contract will be _____. In the event that this contract includes incremental or stepladder pricing provisions, the minimum quantity for any item shall not be less than the lowest quantity set forth in the lowest quantity increment, **even if the quantity ordered is part of the guaranteed minimum under Paragraph (e) below.**

(c) **Maximum Order Limitation.** Subject to the provisions of Paragraph (e) below related to the **Guaranteed Minimum**, the Contractor is not obligated to honor----

(1) Any order for an item in excess of _____.

(2) Any order for a combination of items in excess of _____.

(3) A series of orders from the same ordering office within a period of _____ days that together call for quantities or dollar values in excess of the limitations in (1) or (2) of this Paragraph (c).

(d) **Notwithstanding the maximum order limitations set forth in (c) above**, the Contractor shall honor any order exceeding those maximum order limitations, unless that order, or orders, is/are returned to the ordering office within _____ days after issuance, with written or electronic notice stating the contractor’s intent not to ship the item or items covered by the order(s) and the reasons therefor. Whereupon, the Government may either (i) reissue the order within the maximum order limitations, or (ii) order the supplies from another source. **This notice does not apply to the guaranteed minimum set forth in Paragraph (e) below, which requires the Contractor to deliver any quantity within the guaranteed minimum so long as it is in excess of the minimum order limitation of Paragraph (b).**

(e) **Guaranteed Minimum.**

(1) Scope of Guaranteed Minimum

a. For a contract with a base period of one year, if the minimum guarantee is stated in terms of quantity, the guaranteed minimum will be a percentage of the annual estimated quantity of the item.

b. For a contract with a base period of one year, if the minimum guarantee is stated in terms of a dollar value, the guarantee will be determined at the time of award and will be a percentage of the aggregate of the annual estimated amounts of the items awarded.

c. For a contract with a base period of more than one year, if the minimum guarantee is stated in terms of quantity, the guarantee will be a percentage of the annual estimated quantity for each item awarded multiplied by the number of contract years in the base period. For a contract with a base period of more than one year, if the minimum guarantee is stated in terms of a dollar value, the guarantee will be a percentage of the annual estimated value multiplied by the number of contract years in the base period.

d. The minimum guarantee for any option period will be a percentage of the annual estimated quantity for each item covered by the option, if the guaranteed minimum is stated in terms of quantity, or

will be a percentage of the annual estimated value, if the guaranteed minimum is stated in terms of dollar value.

(2) The Government guarantees that it will order under this contract, (and under the contract awarded for any partial set-aside) the following minimum, as applicable:

[] A quantity of each item which represents _____ percent of the annual estimated quantity of the item awarded. (Base period of one year).

[] Supplies which have a dollar value of at least _____ percent of the annual estimated value reflected on Page 1 of the contract/award. (Base period of one year).

[] A quantity of each item which represents _____ percent of the annual estimated quantity of the item awarded multiplied by _____ (Base period of two or more years).

[] Supplies which have a dollar value of at least _____ percent of the of the annual estimated value multiplied by _____ (Base period of two or more years).

(3) **Subject only to the minimum per order specified in Paragraph (b) above**, in the sole discretion of the contracting officer, the guarantee may be placed by a single delivery order or by any number of delivery orders. The maximum quantity per order do not apply until after the guaranteed minimum.

(4) If the event that a single delivery order covers supplies which are both within the guaranteed minimum and in excess of the guaranteed minimum, the maximum delivery order limitations, in Paragraph (c) shall apply, and the Contractor shall be governed by the notice requirement of Paragraph (d).

(5) The aggregate of the delivery orders issued during the base contract period will applied to the minimum guarantee as defined above. When the aggregate of the delivery orders equals or exceeds the guaranteed quantity or guaranteed dollar value, as applicable, the minimum guarantee will have been met, and the Government's obligations with regard to the guarantee will have been satisfied.

(f) **Maximum Contract Limitation.** Notwithstanding any other provisions of this clause or provisions included elsewhere in this solicitation, the maximum quantity or maximum dollar value that may be obligated against this contract is _____.

SECTION G - CONTRACT ADMINISTRATION DATA

APPROPRIATION DATA FOR TRANSPORTATION OF TOOLING (JUL 1997) DISC 52.245-9I05

G002

All transportation costs on Government bills of lading for the shipment of Government - Furnished Tooling are chargeable to Appropriation 97x4930.5CK0, Allotment 01, Station Accounting Number S33150, Object Class 22.2.

APPROPRIATION DATA FOR TRANSPORTATION OF GOVERNMENT - FURNISHED MATERIAL (JUL 1997) DISC 52.245-9I04

G003

All transportation costs on Government bills of lading for the shipment of Government - Furnished Material are chargeable to Appropriation 97x4930.5CK0, Allotment 01, Station Accounting Number S33150, Object Class 22.2.

GUARANTEED MAXIMUM SHIPPING WEIGHTS OR DIMENSIONS (DEC 1985) DLAD 52.247-9000

G005

Note to Administrative Contracting Officer: This award has been made on the basis of Guaranteed Maximum Shipping Weights or dimensions, and/or Minimum Size of Shipments as specified. Take action in accordance with DLAM 8105.1, Sec. 47-5 if it becomes evident that the guaranteed maximum shipping weights or dimensions will be exceeded, or if the Contractor tenders delivery of less than the minimum size shipments specified, in order that action may be taken to adjust the contract price.

DELEGATION OF ADDITIONAL CONTRACT ADMINISTRATION FUNCTIONS (SEP 1990) DISC 52.242-9I02

G006

The following additional administrative functions are delegated to the Contract Administration Office (CAO) designated in this order/contract:

- (1) **CANCELLATIONS** - Modifications to cancel CLINS not shipped, when requested by the PCO.
- (2) **DIVERSIONS** - Modifications effecting diversions when notice from the PCO provides new shipping instructions.

- (3) **ECONOMIC PRICE ADJUSTMENTS** - Negotiate and definitize adjustments to contract price resulting from exercise of an Economic Price Adjustment clause.

- (4) **RECEIPT AND FORWARDING OF CONTRACTOR'S SUPPLY SOURCE DATA** - If DISC Clauses I029 and I109 are included in this contract, the ACO shall: (i) receive from the Contractor and file the information required by the clause at DFARS 252.217-7026, and (ii) in the event that the information submitted by the Contractor indicates a manufacturer, producer, or source of supply other than the Contractor, forward a copy of this data to the Competition Advocate at DISC:

Defense Industrial Supply Center
ATTN: Competition Advocate
700 Robbins Avenue
Philadelphia, PA 19111-5096

(a) The Administrative Contracting Officer (ACO) shall assure Contractor compliance with the clause at DFARS 252.247-7023, entitled "TRANSPORTATION OF SUPPLIES BY SEA," (hereinafter referred to as "the Clause") which is included in this contract, or which is included in the basic document if the document is a Basic Ordering Agreement (BOA), or is otherwise applicable in accordance with the Cargo Preference Act of 1904, Title U.S.C. 2631.

(b) If the Contractor represented in his offer that he DID anticipate that supplies under this contract would be transported by sea, the ACO shall, in accordance with paragraph (a) above, make certain -

(1) that, in accordance with paragraph (e) of the Clause, with each invoice submitted for payment, the Contractor has furnished a copy of the rated on-board vessel operating carrier's ocean bills of lading executed since the date of the award of the contract, or executed since the previously submitted invoice with which all required copies of bills of lading had been submitted, and that the operating carrier's bills of lading contain the information required by paragraph (e) of the Clause;

(2) that, in accordance with paragraph (d) of the Clause, the Prime Contractor has provided the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation (MARAD), within 30 days after each shipment covered by the Clause, one copy of the shipping document cited in paragraph (e) of the Clause;

(3) that the Contractor, in accordance with paragraph (g) of the Clause, has provided, along with his final invoice under the contract, the representation and certification to the best of his knowledge, information, and belief --

(i) that no ocean transportation was involved in the movement of supplies in the performance of this contract, as the term "supplies" is used in subparagraph (a)(6) of the Clause, or

(ii) that ocean transportation was involved, and only United States - flag vessels were used for all ocean shipments of supplies under the contract, as the term "supplies" is used in subparagraph (a)(6) of the Clause; and that legible copies of rated on-board ocean bills of lading have been submitted with all applicable invoices to the payment office, to the Contracting Officer, and to MARAD, as required by paragraphs (d) and (e) of the Clause; or

(iii) that ocean transportation was involved, and to the extent that any foreign-flag vessels were used, the Contractor had the written consent of the Contracting Officer prior to such transportation; or

(iv) that ocean transportation was used, and all of the shipments that were made on foreign - flag vessels without the prior consent of the Contracting Officer have been identified and listed as required by paragraph (e) of the Clause;

(4) that, in accordance with the "flow-down" of paragraph (g) of the Clause, the Contractor has included the Clause in all of his subcontracts; and

(5) that the ACO informs the PCO promptly of any noncompliance discovered during or subsequent to performance of the contract, and makes appropriate recommendations to comply with the PCO regarding corrective action, including suspension of payment, if appropriate.

(c) If the Contractor represented in his offer that he DID NOT anticipate that supplies under this contract would be transported by sea, and if the Contractor should later learn, after the award of the contract, that supplies would be transported by sea, the Contractor is required to notify the ACO that transportation by sea will be used and is required to comply with all of the terms of the Clause. If the ACO receives such a notification from the Contractor, the ACO shall, in accordance with paragraph (a) above, perform all of the enforcement functions specified in paragraph (b) above.

In accordance with FAR 42.1106(c), the Contract Administration Office will forward the delinquency report to this center and to the attention of the Contracting Officer whose name appears on the face of the award.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

PRODUCT CERTIFICATION AND TEST REPORT(S)

H011

(JUN 1992) DISC 52.246-9I11

(a) Definitions. For purposes of this clause, the following definitions apply:

(1) Primary Mill. A manufacturing facility which produces a basic product, denoted herein as a primary mill product, by the smelting of raw materials or scrap metal by electric furnace or other conversion process authorized by the applicable specification.

(2) Primary Mill Product. A basic product which is manufactured or produced at a primary mill by electric furnace or other authorized conversion process and cast in metal molds.

(3) Derivative Product. A product which is manufactured or produced from a primary mill product, or a product which is manufactured or produced from another derivative product.

(4) Heat, Melt or Die Lot Number. The designation of the single manufacturing process of smelting by which specific metal mill products have been identified.

(5) Manufacturing Lot. All products of the same thickness or diameter, class, condition or temper, rolled or forged from the same heat, and heat-treated at the same time or by the same continuous process.

(b) With each tender of supplies under this contract, the Contractor shall secure a copy of the order and the Product Certification and Test Report(s) to the packing slip so as to withstand air, rail or ocean shipment to each consignee specified in the order. If the supplies to be delivered under this contract are the product(s) of more than one (1) manufacturing lot, a separate Certificate shall be furnished for each manufacturing lot. This requirement shall apply whether the supplies are/were manufactured or produced under a product specification, the part number or die number of a particular manufacturer or other entity, a commercial, industry or military standard or specification, drawings or any other form of technical data.

(c) Each Certificate prepared in accordance with this clause shall include the following:

(1) The Contractor's name, address, and Commercial and Government Entity (CAGE) code; the Contract/Order Number, the applicable specification, drawing or standard, or part number (including revision/amendment and date); identification of the specific supplies delivered under the order, including the National Stock Number (NSN), the nomenclature, the class, type and grade, and Unified Numbering System (UNS) code, if applicable; and for metal products, include the alloy designation, and condition (finish and temper). If the Contractor is not the manufacturer of the supplies furnished under the order, the Certificate will include the name, address, and CAGE code (if applicable) for each of the entities through which the supplies passed, whether as complete products, or as products upon which further manufacturing, production, or fabrication was required, so that traceability to the manufacturer of the primary mill product will be readily discernible therefrom.

(2) The identification of each parameter for which the contract, specification, standard, drawing or other data, required for inspection or testing.

(3) The identification of the specific requirement for each of the parameters in (c)(2) above, for the particular supplies being produced and covered by the Certificate.

(4) The actual results of inspection and/or tests conducted by the Contractor to demonstrate conformance with each of the specific requirements of (c) (3) above.

(5) The marking requirement for the material and the source of this requirement, i.e., the contract schedule, specifications, standards or other requirement(s).

(6) A statement, signed by an authorized representative of the Contractor who is responsible for

quality assurance, certifying that the lot has been produced, inspected, sampled and tested, and marked in accordance with all contract and specification requirements, and that the supplies comply with all applicable contract and specification requirements.

(d) If the supplies to be delivered under this contract are primary mill products, or are/were produced or fabricated from products which were derived from primary mill products, the Contractor shall attach to each Certificate for supplies delivered under this contract, a true copy of the Certification and Test Report (CERT) of the primary mill which manufactured or produced the primary mill product(s). The producing mill CERT for the primary mill product(s) shall identify each manufacturing lot by HEAT, MELT or DIE LOT number. If the supplies to be delivered under this contract are derived from primary mill product of more than one HEAT, MELT or DIE LOT, a separate CERT shall be attached to the Contractor's Certification for each such HEAT, MELT or DIE LOT. If the supplies to be delivered under this contract are derivative products, produced from primary mill products, or from other derivative products, then, in addition to each primary mill CERT required by this clause, the contractor shall attach to its Certification a true copy of the CERT of each derivative product manufacturer or producer for each manufacturing lot represented by the supplies delivered under the contract.

(e) Unless otherwise specified in this contract, the Contractor shall retain the Certificate and supporting documents (CERTS) for a period of four (4) years. Upon the request of the Contracting Officer at any time during the period required for retention, the Contractor shall make the Certificate(s) available for review by the Government.

CLAIM FOR EVALUATION DIFFERENTIAL
(AUG 1993) DISC 52.211-9I12

H014

(a) This award was made based on a best value combination of price and delivery in which a daily production lead time (PLT) evaluation differential was calculated in favor of the awardee. If the awardee cannot deliver the supplies by the time required by the purchase order, shipment is not authorized.

(b) Notwithstanding the provision of paragraph (a) above, the Contracting Officer may elect to authorize shipment, but only upon negotiation of an adjustment for:

- (i) the daily differential that was used in the evaluation and,
- (ii) any administrative costs related to the failure to make timely delivery.

(c) In the event that, contrary to the foregoing, the awardee ships the supplies after the CDD, the supplies may be returned to the awardee at its own expense, unless the appropriate adjustment in price is made.

SECTION I - CONTRACT CLAUSES

GENERAL PROVISIONS/CLAUSES (JUL 1997) DISC 52.214-9112

I001

The FAR and DFARS provisions and clauses listed below by paragraph number, clause title, and date are incorporated herein by reference with the same force and effect as if set forth in full.

(a) Except as specified, the provisions/clauses in this paragraph apply to all solicitations, contracts and orders other than for commercial items.

<u>FAR Para #</u>	<u>Provision/Clause Title and Date</u>
FAR 52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995)
FAR 52.211-2	Availability of Specifications Listed in the DoD Index of Specifications and Standards (DODISS) (MAR 1994)
FAR 52.211-5	New Material (MAY 1995)
FAR 52.211-6	Listing of Other Than New Material, Residual Inventory and Former Government Surplus Property (MAY 1995)
FAR 52.211-7	Other Than New Material, Residual Inventory, and Former Government Surplus Property (MAY 1995)
FAR 52.211-15	Defense Priority and Allocation Requirements (SEP 1990) (Applicable to all rated contracts/orders.)
FAR 52.211-16	Variation in Quantity (APR 1984) (See Schedule for applicability and allowable variation.)
FAR 52.211-17	Delivery of Excess Quantities (SEP 1989)
FAR 52.222-3	Convict Labor (AUG 1996) (Applicable to acquisitions which exceed the Micro-Purchase Threshold unless exempt under FAR 22.202.)
FAR 52.222-20	Walsh-Healey Public Contracts Act (DEC 1996) (Applicable to solicitations which exceed \$10,000 and performance is within the United States, Puerto Rico or the Virgin Islands.)
FAR 52.222-26	Equal Opportunity (APR 1984) (Applicable to individual contracts/orders which exceed \$10,000 or if the aggregate value of all contracts or subcontracts in any 12 month period exceeds \$10,000 unless exempt under FAR 22.807.)
FAR 52.222-29	Notification of Visa Denial (APR 1984) (Applicable when FAR 52.222-26 applies and the Contractor is required to perform in or on behalf of a foreign government.)
FAR 52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans (APR 1984) (Applicable to contracts/orders which exceed \$10,000.)
FAR 52.222-36	Affirmative Action for Handicapped Workers (APR 1984) (Applicable to contracts/orders which exceed \$2,500 unless exempt under FAR 22.1408.)
FAR 52.222-37	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (JAN 1988) (Applicable to solicitations and contracts containing FAR 52.222-35)
FAR 52.225-3	Buy American Act - Supplies (JAN 1994) (Applicable to solicitations and contracts unless exempt under FAR 25.109 (e).)
FAR 52.225-11	Restrictions on Certain Foreign Purchases (OCT 1996)
FAR 52.225-14	Inconsistency Between English Version and Translation of Contract (AUG 1989)
FAR 52.232-8	Discount for Prompt Payment (MAY 1997)
FAR 52.232-11	Extras (APR 1984)
FAR 52.232-18	Availability of Funds (APR 1984)
FAR 52.232-23	Assignment of Claims (JAN 1986)(Applicable to acquisitions exceeding the Micro-Purchase Threshold.) (Not applicable to Purchase Orders until acceptance occurs as a result of performance as described in FAR 13.108.)

FAR 52.232-25	Prompt Payment (MAY 1997) (Applicable to all contracts/orders <u>except</u> those containing FAR clause 52.212-4 Contract Terms and Conditions - Commercial Items.)
FAR 52.233-1	Disputes (OCT 1995) (Applicable unless the conditions in FAR 33.203 are met.)
FAR 52.233-3	Protest After Award (AUG 1996)
FAR 52.242-12	Report of Shipment (REPSHIP) (JUL 1995) (Applicable to contracts/orders with carload or truckload shipments.)
FAR 52.242-17	Government Delay of Work (APR 1984)
FAR 52.243-1	Changes - Fixed-Price (AUG 1987)(Not applicable to Purchase Orders until acceptance occurs as a result of performance as described in FAR 13.108.)
FAR 52.246-16	Responsibility for Supplies (APR 1984)
FAR 52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form) (APR 1984) (Applicable to Purchase Orders which do not exceed \$100,000.)(Not applicable to Purchase Orders until acceptance occurs as a result of performance as described in FAR 13.108.)
FAR 52.249-8	Default (Fixed-Price Supply and Service) (APR 1984)
FAR 52.252-6	Authorized Deviations in Clauses (APR 1984)
FAR 52.253-1	Computer Generated Forms (JAN 1991)

<u>DFARS Para #</u>	<u>Provision/Clause Title and Date</u>
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DFARS 252.204-7003	Control of Government Personnel Work Product (APR 1992)
DFARS 252.225-7025	Foreign Source Restrictions (APR 1993)
DFARS 252.232-7006	Reduction or Suspension of Contract Payments Upon Finding of Fraud (AUG 1992)
DFARS 252.246-7000	Material Inspection and Receiving Report (DEC 1991) (Applicable to contracts/orders which require source inspection.)

(b) Except as specified, the provisions/clauses in this paragraph apply to all solicitations and contracts in excess of the Simplified Acquisition Threshold (SAT).

<u>FAR Para #</u>	<u>Provision/Clause Title and Date</u>
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FAR 52.202-1	Definitions (OCT 1995)
FAR 52.203-3	Gratuities (APR 1984)
FAR 52.203-5	Covenant Against Contingent Fees (APR 1984)
FAR 52.203-6	Restrictions on Subcontractor Sales to the Government (JUL 1995)
FAR 52.203-8	Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
FAR 52.203-7	Anti-Kickback Procedures (JUL 1995)
FAR 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
FAR 52.203-11	Certification and Disclosure Regarding Transaction to Influence Certain Federal Transactions (APR 1991)
FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions (JAN 1990)
FAR 52.204-4	Printing/Copying Double-Sided on Recycled Paper (JUN 1996)
FAR 52.214-34	Submission of Offers in the English Language (APR 1991)
FAR 52.214-35	Submission of Offers in US Currency (APR 1991)
FAR 52.215-2	Audit and Records - Negotiation (AUG 1996)
FAR 59.219-8	Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns (OCT 1995) (This clause does not apply if both complete performance and delivery are to be outside of any state, territory, or possession of the United States, the District of Columbia, and the Commonwealth of Puerto Rico).
FAR 52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation (JUL 1995) (Applicable unless exempt under FAR 22.305.)
FAR 52.222-28	Equal Opportunity Pre-Award Clearance of Subcontracts (APR 1984) (Applicable to contracts which exceed \$1,000,000.)

FAR 52.223-2	Clean Air and Water (APR 1984) (Applicable if the conditions in FAR 23.105(b) are met.)
FAR 52.227-1	Authorization and Consent (JUL 1995) (This clause is not applicable if both complete performance and delivery are outside the U.S., its possessions, or Puerto Rico.)
FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996) (This is not applicable if both complete performance and delivery are outside the United States, its possessions, or Puerto Rico.)
FAR 52.227-3	Patent Indemnity (APR 1984)
FAR 52.229-3	Federal, State, and Local Taxes (JAN 1991) (Applicable to contracts that are performed in whole or in part in the US, its possessions, or Puerto Rico, unless FAR 52.229-4 is included elsewhere in the contract.)
FAR 52.229-5	Taxes - Contracts Performed in U.S. Possessions or Puerto Rico (APR 1984) (Applicable to contracts performed in whole or in part in the United States, its possessions, or Puerto Rico.)
FAR 52.229-6	Taxes - Foreign Fixed-Price Contracts (JAN 1991) (Applicable to contracts with other than a foreign government, and are performed wholly or partly in a foreign country.)
FAR 52.232-1	Payments (APR 1984)
FAR 52.232-9	Limitation on Withholding of Payments (APR 1984)
FAR 52.232-17	Interest (JUN 1996) (Applicable unless exempt under FAR 31.617)
FAR 52.233-3	Protest after Award (OCT 1995)
FAR 52.242-13	Bankruptcy (JUL 1995)
FAR 52.244-1	Subcontracts (Fixed-Price Contracts) (FEB 1995) (Applicable to contracts over \$500,000.)
FAR 52.247-48	F.O.B. Destination - Evidence of Shipment (JUL 1995)
FAR 52.249-2	Termination for Convenience of the Government (Fixed-Price) (SEP 1996)

<u>DFARS Para #</u>	<u>Provision/Clause Title and Date</u>
DFARS 252.203-7001	Special Prohibition on Employment (NOV 1995)
DFARS 252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country (SEP 1994) (Applies to solicitations and contracts/orders exceeding the simplified acquisition threshold.)
DFARS 252.225-7002	Qualifying Country Sources as Subcontractors (DEC 1991)
DFARS 252.225-7031	Secondary Arab Boycott of Israel (JUN 1992)
DFARS 252.231-7000	Supplemental Cost Principles (DEC 1991)
DFARS 252.233-7000	Certification of Requests for Adjustment or Relief (MAY 1994)
DFARS 252.243-7001	Pricing of Contract Modifications (DEC 1991)

(c) Except as specified, the provisions/clauses in this paragraph apply to all Sealed Bid Acquisitions.

<u>FAR Para #</u>	<u>Provision/Clause Title and Date</u>
FAR 52.214-1	Solicitation Definitions - Sealed Bidding (JUL 1987)
FAR 52.214-3	Amendments to Invitations for Bids (DEC 1989)
FAR 52.214-4	False Statements in Bids (APR 1984)
FAR 52.214-5	Submission of Bids (FEB 1997)
FAR 52.214-6	Explanation to Prospective Bidders (APR 1984)
FAR 52.214-7	Late Submissions, Modifications and Withdrawal of Bids (MAY 1997)
FAR 52.214-9	Failure to Submit Bid (JUL 1995)
FAR 52.214-10	Contract Award - Sealed Bidding (JUL 1990)
FAR 52.214-12	Preparation of Bids (APR 1984) (See DISC clause K015 for Bidder fill-in)
FAR 52.214-26	Audit - Sealed Bidding (OCT 1995) (Applicable to awards over \$500,000/)
FAR 52.214-27	Price Reduction for Defective Cost or Pricing Data - Modifications - Sealed

	Bidding (OCT 1995) (Applicable to sealed-bid awards over \$500,000.)
FAR 52.214-28	Subcontractor Cost or Pricing Data - Modifications - Sealed Bidding (OCT 1995) (Applicable to sealed-bid awards.)
FAR 52.214-29	Order of Precedence - Sealed Bidding (JAN 1986)
FAR 52.214-31	Facsimile Bids (DEC 1989)

(d) Except as specified, the provisions/clauses in this paragraph apply to all Request for Proposals (RFPs).

<u>FAR Para #</u>	<u>Provision/Clause Title and Date</u>
FAR 52.215-5	Solicitation Definitions (JUL 1987)
FAR 52.215-7	Unnecessarily Elaborate Proposals or Quotations (APR 1984)
FAR 52.215-8	Amendments to Solicitations (DEC 1989)
FAR 52.215-9	Submission of Offers (FEB 1997)
FAR 52.215-10	Late Submissions, Modifications, and Withdrawals of Proposals (MAY 1997)
FAR 52.215-12	Restriction on Disclosure and Use of Data (APR 1984)
FAR 52.215-13	Preparation of Offers (APR 1984)
FAR 52.215-14	Explanation to Prospective Offerors (APR 1984)
FAR 52.215-15	Failure to Submit Offer (MAY 1995)
FAR 52.215-16	Contract Award (OCT 1995)
FAR 52.215-18	Facsimile Proposals (DEC 1989)
FAR 52.215-20	Place of Performance (APR 1984) (See DISC clause K015 for Offeror fill-in)
FAR 52.215-33	Order of Precedence (JAN 1986)

GENERAL PROVISIONS/CLAUSES - COMMERCIAL ITEMS
(JUL 1997) (DISC 52.212-9I15)

I002

(a) The Federal Acquisition Regulation (FAR) and DoD FAR Supplement (DFARS) clauses listed below by paragraph number, clause title, and date are incorporated herein by reference with the same force and effect as if set forth in full.

<u>FAR Para #</u>	<u>Provision/Clause Title and Date</u>
FAR 52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995)
FAR 52.211-17	Delivery of Excess Quantities (SEP 1989)
FAR 52.214-34	Submission of Offers in the English Language (APR 1991)
FAR 52.214-35	Submission of Offers in U.S. Currency (APR 1991)
FAR 52.225-11	Restriction on Certain Foreign Purchases (OCT 1996)
FAR 52.232-18	Availability of Funds (APR 1984)

<u>DFARS Para #</u>	<u>Provision/Clause Title and Date</u>
DFARS 252.204-7003	Control of Government Personnel Work Product (APR 1992)
DFARS 252.232-7006	Reduction or Suspension of Contract Payments Upon Finding of Fraud (AUG 1992)

(b) The FAR and DFARS clauses listed below by paragraph number, clause title, and date are incorporated herein by reference IF APPLICABLE with the same force and effect as if set forth in full.

<u>FAR Para #</u>	<u>Provision/Clause Title and Date</u>
FAR 52.203-3	Gratuities (APR 1984) (Applies to solicitations/contracts exceeding the simplified acquisition threshold)
FAR 52.211-5	New Material (MAY 1995) (Applies to offers providing other than new material.)

FAR 52.211-6	Listing of Used or Reconditioned Material, Residual Inventory and Former Government Surplus Property (MAY 1995) (Applies to offers providing other than new material.)
FAR 52.211-7	Used or Reconditioned Material, Residual Inventory and Former Government Surplus Property (MAY 1995) (Applies to offers providing other than new material.)
FAR 52.214-10	Contract Award - Sealed Bidding (JUL 1990) (Applies to Invitations for Bid.)
FAR 52.222-37	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (JAN 1988) (Applicable to solicitation and contracts containing clause 52.222-35)
FAR 52.225-14	Inconsistency Between English Version and Translation of Contract (AUG 1989) (Applies when translation of contract order is expected.)
FAR 52.232-17	Interest (JUN 1996) (Applies to purchases exceeding the simplified acquisition threshold.)
FAR 52.242-12	Report of Shipment (REPSHIP)(JUL 1995) (Applies to contracts/orders with carload or truckload shipments.)

<u>DFARS Para #</u>	<u>Provision/Clause Title and Date</u>
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DFARS 252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country (SEP 1994) (Applies to solicitations and contracts/orders exceeding the simplified acquisition threshold.)
DFARS 252.225-7002	Qualifying Country Sources as Subcontractors (DEC 1991) (Applies to contracts/orders exceeding the simplified acquisition threshold.)

COMMERCIAL WARRANTY (MAY 1988) DISC 52.246-9I02

I004

The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

PRIORITY RATING (FEB 1996) DLAD 52.211-9002

I005

This contract is assigned a priority rating under the Defense Priorities and Allocations System (DPAS) regulations (15 CFR 700) which requires Contractors to utilize said rating in obtaining the products, materials, and supplies needed to fill their contracts. In the event the Contractor is unable to obtain the necessary products, materials, and supplies to complete the contract, the Contractor shall immediately advise the DCMD or the appropriate DSC Priorities and Allocations (P&A) Officer through the cognizant ACO or Contracting Officer. The P&A Officer or the DCMD Industrial Specialist will provide necessary assistance or will provide the necessary instructions to complete DoC ITA Form 999, Request for Special Priorities Assistance. This form will be processed through appropriate channels to the Department of Commerce which, upon receipt, will take action to make the needed supplies available to the applicant.

COST OR PRICING DATA AND CERTIFICATE OF CURRENT COST OR PRICING DATA AND ADDITIONAL REQUIRED CLAUSES TO BE INCLUDED IN THE AWARDED CONTRACT (JUL 1997) DISC 52.230-9I04

I006

(a) Prior to the award of a contract resulting from this solicitation, the Offeror shall furnish, if required by the Contracting Officer, in accordance with the provisions of paragraph 15.804-2 of the Federal Acquisition Regulation (FAR), cost or pricing data on SF 1411 (or as provided by FAR 52.215-2) and the certificate of current cost or pricing data as set forth in FAR 15.804-4.

(b) If cost and pricing data and the certificate of current cost or pricing data is required prior to award, the award/contract shall include the following clauses as they appear in the FAR/DFARS under the citation and as identified below:

- (1) Clause appearing under FAR 52.215-22 entitled, "Price Reduction for Defective Cost or Pricing Data."
- (2) Clause appearing under FAR 52.215-24 entitled, "Subcontractor Cost or Pricing Data."
- (3) Clause appearing under FAR 52.215-30 entitled, "Facilities Capital Cost of Money."
- (4) Clause appearing under FAR 52.215-31 entitled, "Waiver of Facilities Capital Cost of Money."

- (5) Clause appearing under DFARS 252.215-7002 entitled, "Cost Estimating System Requirements."

(Note: if the award (or total estimated award) does not exceed \$500,000, the clauses will reflect an appropriate reduction in the dollar amounts included therein to an amount not exceeding the dollar amount (or estimated dollar amount) of the award).

(c) If cost or pricing data and the certificate of current cost or pricing data is not required by the Contracting Officer prior to award and the award exceeds (or is estimated to exceed) \$500,000 the award/contract shall include the following clauses:

(1) Clause appearing under FAR 52.215-23 entitled, "Price Reduction for Defective Cost or Pricing Data-Modifications."

- (2) Clause appearing under FAR 52.215-25 entitled, "Subcontractor Cost or Pricing Data-Modifications."

PRODUCTION PROGRESS REPORTING
(MAY 1978) DISC 52.242-9I01

I007

The Contractor shall be responsible for preparing a monthly Production Progress Report, DD Form 375, in accordance with the instructions on the reverse side of the form as soon as an exception to the contract delivery schedule becomes known. Subsequent reports on a regular monthly basis shall be continued as long as delivery, actual or projected, differs from the contract schedule. The completed form shall be distributed as follows:
One copy to address shown in block 6 of resultant contract (ATTN: ACO).

WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE
(APR 1984) FAR 52.246-17

I008

FAR 52.246-17 is hereby incorporated by reference. Paragraph (b)(1) is completed as follows:

(b) Contractor's obligations

(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that at the time of delivery:

(i) All supplies furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this contract; and

(ii) The preservation, packaging, packing, and marking, and the preparation for and method of shipment of such supplies will conform with the requirements of this contract and other related specifications such as MIL-STD-129 and MIL-STD-2073.

Paragraph (c)(1) is completed as follows:

(c) Remedies available to the Government.

(1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within one year (unless a different period is stated in the individual solicitation/contract).

ADDENDUM 1 (JUN 1996)

In lieu of paragraph (c)(i) of FAR 52.246-17, Warranty of Supplies of a NonComplex Nature, insert the following:

(c) Remedies Available to the Government.

(1) The Contracting Officer shall give written notice to the contractor of any breach of warranties in paragraph (b)(1) of this clause within:

(i) Five years after last delivery under the contract of refrigeration and air conditioning compressors installed on delivered equipment;

(ii) 18 months after last delivery under the contract of all equipment delivered with the exception of (i) above and (iii) below.

(iii) One year after last delivery under the contract on air conditioning equipment except compressors.

DEFECT OR NONCONFORMANCE IN DELIVERED ARTICLES (DEC 1964) DISC 52.246-9I03

1009

(a) Notwithstanding inspection and acceptance by the Government of articles furnished under this contract or any provision of this contract concerning the conclusiveness thereof, the Contractor warrants that at the time of delivery (i) all articles delivered under this contract will be free from defects in material or workmanship and will conform with the specifications and all other requirements of this contract; and (ii) the preservation, packaging, packing, and marking, and the preparation for and method of shipment of such articles will conform with this contract.

(b) Within one year after the delivery of any article under this contract, written notice may be given by the Government to the Contractor of any breach of the warranties in paragraph (a) of this clause as to such article. Within a reasonable time after such notice, the Contracting Officer may either (i) require the prompt correction or replacement of any article or part thereof (including preservation, packaging, packing, and marking) that did not at the time of its delivery conform with the requirements of this contract within the meaning of paragraph (a) of this clause, or thereafter does not conform in consequence of any such breach; or (ii) retain such article, whereupon the contract price thereof shall be reduced by an amount equitable under the circumstances and the Contractor shall promptly make appropriate repayment. In the event of failure by the Contractor to comply with the requirement to correct or replace defective material within 60 days or such longer time as may be approved by the Contracting Officer, the Government shall have the right to purchase the material from another source, the entire cost of the replacement material to be for the account of the Contractor. In such case, the quantity of rejected material to be replaced shall be the quantity available for return to the Contractor. Release of the rejected material to the Contractor shall be as directed by the Contracting Officer. Transportation charges and responsibility for the articles while in transit incident to such replacement or correction shall be borne by the Contractor, except that the Contractor's liability for such transportation charges shall not exceed an amount equal to the cost of transportation of such article or part by the usual commercial method of

shipment between the destination designated in the contract, or, if the destination is outside the continental limits of the United States, the port through which the material was shipped, and the Contractor's plant, and return.

(c) If this contract provides for inspection of articles by sampling procedures, the Contracting Officer may, at his/her option, determine the quantity of articles or parts thereof which are subject to paragraph (b) of this clause in accordance with such sampling procedures.

(d) Any articles or parts thereof corrected or furnished in replacement pursuant to this clause shall also be subject to the provisions of this clause.

(e) The remedies afforded the Government by paragraph (b) of this clause shall be exclusive as to any breach of the warranties in paragraph (a) of this clause except any such breach involving latent defects, fraud, or such gross mistakes as amount to fraud.

For basic steel, aluminum, brass, nickel or copper mill products, paragraph (e) above is hereby deleted and the following paragraphs are substituted therefore:

(f) Notwithstanding the provisions of paragraph (b) of this clause, the remedies afforded the Government therein may be availed of by the Government with respect to latent defects in the articles furnished under this contract irrespective of whether discovered before or after the expiration of the one-year period stipulated therein.

(g) The remedies afforded the Government by paragraph (b) of this clause shall be exclusive as to any breach of the warranties in paragraph (a) of this clause, except any such breach involving fraud, or such gross mistakes as amount to fraud.

NOTICE OF AWARD WITH PRICE DIFFERENTIAL FOR SMALL DISADVANTAGED BUSINESS CONCERNS (JUL 1997) DISC 52.219-9I07

I010

(a) Definition. The term "small disadvantaged business (SDB) concern," as used in this clause, has the meaning set forth in the clause entitled "Small Disadvantaged Business Concern Representation" (DoD FAR Supplement APR 1994), which is DISC Clause K033.

(b) Agreement. Award of this contract was made pursuant to an evaluation of offers with preference given to small disadvantaged business (SDB) concerns. After all other evaluation factors were applied, offers were evaluated by adding a factor of ten percent (10%) to offers from concerns that are not SDB concerns. The contractor represented himself at the time of his offer as a SDB concern, and this contract was awarded to him on that basis. Therefore the SDB contractor (except a regular dealer) agrees that in performance of this contract the concern shall perform work for at least fifty percent (50%) of the cost of manufacturing the supplies, not including the cost of materials.

BUY AMERICAN ACT - EXCEPTION
(OCT 1976) DISC 52.225-9I01

I013

The supplies to be delivered hereunder are excepted from the Act of March 3, 1933 (41 U.S.C. 10a-d) pursuant to Executive Order 10582.

GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (REQUEST FOR PROPOSALS) (SEP 1990) DISC 52.245-9I16

I014

This solicitation incorporates DISC Clause I081 (FAR 52.245-2, Government Property (Fixed-Price Contracts) (DEC 1989). If the award price is not based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation, then DISC Clause I087 (FAR 52.245-2 ALTERNATE I (APR 1984)) shall apply to the award in lieu of DISC Clause I081, and the award will be so annotated.

GOVERNMENT FURNISHED SPECIAL TOOLING
(SEP 1990) DISC 52.245-9I17

I015

(a) In no event shall the special tooling furnished by the Government as Government Property be altered or modified in any way.

(b) The Contractor shall produce, from each Government furnished die or mold, one piece in addition to the quantity required for the performance of the contract. The last piece produced from each Government furnished die or mold shall be preserved in the untrimmed, final forged or molded condition; shall be tagged or marked in accordance with "c" below: shall have affixed thereto a copy of the "Conditions Report" prepared in accordance with "d" below and shall be packaged and prepared for shipment together with the die or mold from which produced in accordance with "e" below.

(c) The last piece produced from each Government die or mold shall be securely tagged or marked to indicate the following:

Date Piece was Produced
Tooling Number
Contractor
Number of Pieces Produced

(d) On completion of contract production requirement, the Contractor shall prepare a report of the condition of each Government furnished die or mold and related special tooling. The inspector shall endorse the Contractor's "Condition Report" and include any comments or recommendations which may be helpful to another Contractor or to the Government. The original and one copy of this report shall be forwarded to the Contracting Officer and one copy attached to the last piece produced.

(e) As directed and authorized by the Contracting Officer, the Contractor shall: adequately package, mark for shipment, and deliver F.O.B. (the carrier's equipment) at or near the Contractor's plant, (for shipment at the expense of the Government) the tooling, last piece produced and related special tooling in accordance with Method I of MIL-P-116, packed in containers conforming to uniform freight classification rules. The preparation and shipment shall be supervised by the cognizant Inspector.

(f) The Contractor shall reimburse the Government for any loss or damage for which he has the risk of loss. The failure of the Contractor and the Contracting Officer to agree on the dollar amount of Contractor's liability shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes".

CONTRACTOR - FURNISHED SPECIAL TOOLING
(SEP 1990) DISC 52.245-9I06

I016

(a) The special tooling to be furnished by the Contractor as Item(s) _____ shall be subject to the provisions of paragraphs (c) through (l) of FAR 52.245-2 entitled, "Government Property (Fixed Price Contracts)." Payment for said item(s) of special tooling shall be due only after all of the following has been accomplished:

(1) The special tooling has been inspected and accepted by the Government. (Each item of special tooling shall be offered by the Contractor to the Government for inspection and acceptance at the same time that the supplies produced therefrom are offered for inspection under this contract).

(2) Final accounting and disposition of the special tooling has been made in accordance with paragraph (i) of the clause entitled, "Government Property (Fixed Price Contract)."

(3) Properly prepared invoice(s) covering said item(s) of special tooling has (have) been received by the Government.

(b) The price(s) shown in the schedule for said item(s) of special tooling represents the complete price(s) therefor delivered F.O.B. Origin, inclusive of all packaging, packing and marking charges. The special tooling shall be packaged, packed and marked for shipment in accordance with requirements as elsewhere stated herein, and to the extent that such requirements are not stated herein. The special tooling shall be adequately packaged and packed by the Contractor to permit said supplies to be transported without injury or damage by either rail or truck to, and to be stored at commercial warehouses at, any destination within the continental United States, exclusive of Alaska, and shall be marked for shipment in accordance with instructions as furnished by the Contracting Officer.

ADDENDUM TO GOVERNMENT PRODUCTION AND RESEARCH PROPERTY
CLAUSE (JAN 1969) DISC 52.245-9I03

I017

(a) With reference to the clause entitled, "Government Production and Research Property", the following list of known Subcontractors, if any, possessing Government Property which, in the past or currently, has been authorized for use in manufacturing components or parts of the items to be procured is set forth below.

(b) In the event any Subcontractor desiring to use Government property on a no-charge basis refused to quote to any prospective Prime Contractor, the Government reserves the right to:

(1) Refuse to authorize the Subcontractor's use of such property; or

(2) Evaluate 100 percent of the acquisition cost of said Government property against the bid of the Prime Contractor proposing to use such Subcontractor.

ECONOMIC PRICE ADJUSTMENT - ESTABLISHED PRICES
(JUL 1997) DISC 52.216-9I13

I018

(a) Definitions. As used in this clause

(1) The term "established price" means one which (i) is an established catalog price or an established market price for a commercial item sold in substantial quantities to the general public and (ii) meets the criteria of paragraph 15.804-1 of the Federal Acquisition Regulation.

(2) "Established Catalog Price" are prices (including discount prices) recorded in a catalog, price list, schedule, or other verifiable and established record that (A) are regularly maintained by the manufacturer or vendor; and (B) are published or otherwise available for customer inspection.

(3) "Established Market Price" is a price that is established in the course of ordinary and unusual trade between buyers and sellers free to bargain and that can be substantiated by data from sources independent of the Offeror. A price may also be based on an established catalog or market price if the item or class of items being purchased is not itself a catalog or market priced commercial item but is sufficiently similar to the catalog or market priced commercial item to ensure that any difference in prices can be identified and justified without resorting to cost analysis.

(4) "Commercial Item" means any item, other than real property, that is of a type customarily used for nongovernmental purposes and that - has been sold, leased, or licensed to the general public; or, has been offered for sale, lease, or license to the general public; and any item covered in FAR 2.101 (b) through (h).

(5) "Sold in Substantial Quantities" - An item is sold in substantial quantities if there are sales of more than a normal quantity based on the norm of the industry segment. In determining what constitutes a substantial quantity, the Contracting Officer will consider such things as the size of market; and how recently the item was introduced into the market. For services to be sold in substantial quantities, they must also be customarily provided by the Offeror, using personnel regularly employed and equipment (if any is necessary) regularly maintained principally to provide the services.

(6) "The General Public" - ordinarily consists of buyers other than the U.S. Government or its instrumentalities, e.g., U.S. Government corporations. Sales to the general public do not include sales to affiliates of the Offerors or purchases by the U.S. Government on behalf of foreign governments, such as for Foreign Military Sales.

(7) The words "Contract Date" mean:

(i) The date of bid opening in the case of a sealed bid acquisition;

(ii) The date of award in the case of a negotiated acquisition, except that with respect to any set-aside portion (partial small business) awarded under the solicitation, "Contract Date" shall mean the date of bid opening of the non-set-aside portion if sealed bid, or the date of award of the non-set-aside portion, if negotiated.

(8) The words "required delivery date of this contract" refer only to the delivery schedule as originally stated in the contract plus any extension attributable solely to reasons considered excusable within the meaning of the clause of this contract entitled "Default". The words "required delivery date of this contract" do not include any extension of the delivery schedule, however accomplished, except for such excusable causes. In the event of excusable delay, the delivery schedule shall be equitably extended and the delivery as thus extended shall be considered the "required delivery date of this contract" for the purposes of this clause.

(b) The Contractor warrants that the unit price stated is not in excess of the established price in effect on the contract date for like quantities of the same item EXCEPT for any amount(s) included in the unit price which represents charges for transportation and/or charges for preservation, packaging, and packing which are beyond standard commercial practice and are not included in the established price. Charges for transportation and/or charges for preservation, packaging and packing for requirements beyond standard commercial practice and not included in the established price are not included within the scope of this clause and are NOT subject to adjustments.

(c) The Contractor shall promptly notify the Contracting Officer as to the amount and effective date of each decrease in any applicable established price, and each corresponding contract unit price, as adjusted to exclude any additional amounts cited in paragraph (b), shall be decreased by the same percentage that the said established price is decreased. Such decrease shall apply to items delivered on and after the effective date of the decrease in

the Contractor's established price, and this contract shall be modified accordingly. The Contractor shall certify on each invoice that each unit price stated therein reflects all decreases required by this clause and shall certify on the final invoice that all price decreases required by this clause have been applied in the manner required herein.

(d) If the Contractor's applicable established price is increased during the period between contract date and thirty days prior to the required delivery date of this contract or thirty days prior to the required delivery date of actual shipment, whichever is earlier, the corresponding contract unit price, as adjusted to include any additional amounts cited in paragraph (b), shall be increased upon the Contractor's request in writing to the Contracting Officer, by the same percentage that the established price is increased and the contract shall be modified accordingly, PROVIDED that:

(1) The increased contract unit price shall be effective on the effective date of the increase in the applicable established price if the Contractor's written request is received by the Contracting Officer within 15 days thereafter, but if not, the effective date of the increased unit price shall be the date of receipt by the Contracting Officer of such request.

(2) The increased contract unit price shall not apply to quantities scheduled under the contract for delivery before the effective date of the increase unless the Contractor's failure to deliver before such date results from causes beyond the control and without the fault or negligence of the Contractor, within the meaning of the "Default" clause of this contract.

(3) No modification incorporating an increase in a contract unit price shall be executed pursuant to this clause until the increase in the applicable established price has been verified by the Contracting Officer.

(e) Within 30 days after receipt of the Contractor's written request the Contracting Officer may cancel without liability to either party, any portion of the contract affected by the requested increase and undelivered at the time of such cancellation, except that the Contractor may thereafter deliver any items which the Contractor certifies, by notice received by the Contracting Officer within 10 days after the Contractor receives the cancellation notice, were completed or in the process of manufacture at the time of receipt of such cancellation notice, and the Government shall pay for such items so delivered at the contract unit price increased to the extent provided by (c) above. Any standard steel supply shall be deemed to be in the process of manufacture when the steel therefor is in any state of processing after the beginning of the furnace melt.

(f) Pending any cancellation of the contract as provided in (e) above and thereafter if there is no cancellation, the Contractor shall continue deliveries according to the delivery schedule of the contract and shall be paid for such deliveries at the contract unit price increased to the extent provided by (d) above.

(g) Notwithstanding any other provisions of this clause, price adjustments under this clause shall be subject to the following limitations:

(1) The aggregate of the increases in any unit price under this clause shall not exceed _____ percent of the applicable contract unit price as of the contract date. There is no percentage limitation on the amount of decreases made under this clause.

(2) No adjustment shall be made under this clause unless the total change in the contract amount is \$250.00 or more.

(With respect to each item shown in the award representing a basic metal mill product for which the Contractor is not also a producer (manufacturer) this clause shall apply and no other economic adjustment provision shall apply, whether or not elsewhere included herein.)

(a) Definitions. As used in this clause

(1) The words "Contract Date" mean

(i) The date of bid opening in the case of a sealed bid acquisition.

(ii) The date of award in the case of a negotiated acquisition, except that with respect to any set-aside portion (partial small business) awarded under this solicitation, "Contract Date" shall mean the date of bid opening of the non-set-aside portion if sealed bid, or the date of award of the non-set-aside portion, if negotiated.

(2) The term "established price" is an established catalog or established market price maintained by the Contractor's manufacturer for a commercial item sold in substantial quantities to the general public that meets the criteria of FAR 15.804-1.

(3) "Established Catalog Price" are prices (including discount prices) recorded in a catalog, price list, schedule, or other verifiable and established record that (A) are regularly maintained by the manufacturer or vendor; and (B) are published or otherwise available for customer inspection.

(4) "Established Market Price" is a price that is established in the course of ordinary and usual trade between buyers and sellers free to bargain and that can be substantiated by data from sources independent of the Offeror. A price may also be based on an established catalog or market price if the item or class of items being purchased is not itself a catalog or market priced commercial item but is sufficiently similar to the catalog or market priced commercial item to ensure that any difference in prices can be identified and justified without resorting to cost analysis.

(5) "Commercial Item" means any item, other than real property, that is of a type customarily used for nongovernmental purposes and that - has been sold, leased, or licensed to the general public; or, has been offered for sale, lease, or license to the general public; and any item covered in FAR 2.101 (b) through (h).

(6) "Sold in Substantial Quantities" - An item is sold in substantial quantities if there are sales of more than a normal quantity based on the norm of the industry segment. In determining what constitutes a substantial quantity, the Contracting Officer will consider such things as the size of market; and how recent the item was introduced into the market. For services to be sold in substantial quantities, they must also be customarily provided. For services to be sold in substantial quantities, they must also be customarily provided by the Offeror, using personnel regularly employed and equipment (if any is necessary) regularly maintained principally to provide the services.

(7) "The General Public" - Ordinarily consists of buyers other than the U.S. Government or its instrumentalities, e.g., U.S. Government corporations. Sales to the general public do not include sales to affiliates of the Offerors or purchases by the U.S. Government on behalf of foreign governments, such as for Foreign Military Sales. If the Contracting Officer can determine without requiring information from the Offeror that sales are for Government end use, these sales need not be considered sales to the general public.

(8) The words "required delivery date of this contract" refer only to the delivery schedule as originally stated in the contract plus any extension attributable solely to reasons considered excusable within the meaning of the clause of the contract entitled "Default". The words "required delivery date of this contract" do not include any extension of the delivery schedule, however accomplished, except for such excusable causes. In the event of

excusable delay, the delivery schedule shall be equitably extended and the delivery as thus extended shall be considered the "required delivery date of this contract" for the purposes of this clause.

(b) The parties agree that if, subsequent to the contract date the manufacturer of the supplies covered by the contract reduces his established price therefor prior to delivery thereof by the manufacturer, the Contractor will promptly notify the Contracting Officer as to the amount and effective date of the reduction in the manufacturer's price. In each such instance the applicable contract unit price shall be reduced by the same amount that the manufacturer's established price to the Contractor is reduced and the contract shall be modified accordingly. The Contractor shall certify on each invoice that each unit price stated therein reflects all decreases required by this clause and shall certify on the final invoice that all price decreases required by this clause have been applied in the manner herein required.

(c) If the manufacturer's applicable established price is increased during the period between contract date and thirty days prior to the date of actual shipment, whichever is earlier, the corresponding contract unit price shall be increased upon the Contractor's request in writing to the Contracting Officer, by the same amount that the established price is increased and the contract shall be modified accordingly, PROVIDED that:

(1) The increased contract unit price shall be effective on the effective date of the increase in the applicable established price if the Contractor's written request is received by the Contracting Officer within 15 days thereafter, but if not, the effective date of the increased unit price shall be the date of receipt by the Contracting Officer of such request.

(2) No unit price shall be increased in accordance with such request unless the manufacturer of the supplies to be delivered under the contract increases his price to the Contractor for such supplies, and no increase shall be granted unless such increase is occasioned by an increase in the manufacturer's applicable established price subsequent to the contract date.

(3) No unit price shall be increased in accordance with such requests except as to those supplies delivered pursuant to the terms of the contract and for which the Contractor is required to pay the manufacturer an increased price.

(4) No unit price shall be increased by an amount greater than the amount the manufacturer's price to the Contractor is increased.

(5) No unit price shall be increased in accordance with such request as the result of any surcharge or other price increase imposed by the manufacturer on the Contractor even though the increase effectively increases the amount the Contractor is required to pay to the manufacturer, unless the increase applies to all the manufacturer's sales for this item after a specific date subsequent to the contract date and prior to the contract delivery date.

(6) Contractor's request for said increase is received by the Contracting Officer no later than 30 calendar days after delivery of the affected supplies to the Government.

(7) No increase in unit price hereunder shall apply to supplies which were required by the delivery schedule of the contract to be delivered prior to the effective date of the manufacturer's increase in price to the Contractor, unless the Contractor's failure to deliver the supplies in accordance with the delivery schedule is due to excusable causes within the meaning of the "Default" clause of this contract.

(8) No modification incorporating an increase in contract unit price shall be executed pursuant to this clause until Contractor's entitlement thereto has first been verified by documentation submitted to the Contracting Officer substantiating Contractor's entitlement thereto under these provisions.

(9) No increase in the unit price shall be permitted under this clause for increases from the manufacturer to the Contractor following the effective date of any modification by which the manufacturer of the supplies was changed for the convenience of the Contractor. However, downward adjustments will still be required in accordance with paragraph (b) of this clause for decreases in the price(s) of the supplies from the manufacturer to the Contractor.

Further, any reduction in the cost of the supplies to the Contractor resulting from the change in manufacturers for the Contractor's convenience will accrue to the Government and the contract price will be reduced accordingly.

(d) Within 30 days after receipt of the Contractor's written request the Contracting Officer may cancel, without liability to either party, any portion of the contract affected by the requested increase and undelivered at the time of such cancellation.

(e) Pending any cancellation of the contract as provided in (d) above and thereafter if there is no cancellation, the Contractor shall continue deliveries according to the delivery schedule of the contract and shall be paid for such deliveries at the contract unit price increased to the extent provided by (c) above.

(f) Notwithstanding any other provisions of this clause, price adjustments under this clause shall be subject to the following limitations:

(1) The aggregate of the increases in any unit price under this clause shall not exceed ____ percent of the applicable contract unit price as of the contract date. There is no percentage limitation on the amount of decreases made under this clause.

(2) No adjustment shall be made under this clause unless the total change in the contract amount is \$250.00 or more.

ECONOMIC PRICE ADJUSTMENT - INDUSTRIAL COMMODITIES
(JAN 1993) DISC 52.216-9I14

1020

(a) Definitions as used in this clause -

(1) The economic indicator for the purpose of price adjustment shall be the revised version, published four (4) months after the initial publication of the Producer Price Index set forth in table 6 of the monthly report entitled, "Producer Prices and Price Indexes," published by the Bureau of Labor Statistics (BLS), U. S. Department of Labor, for the Code No. and Commodity as follows:

CODE NO. AND COMMODITY

Code No. _____

Commodity _____

(2) The base price index for the purpose of price adjustment shall be the revised version, published four (4) months after the initial publication, of the applicable producer price index for the economic indicator for the month of the contract date;

(3) The term "Contract Date" means:

(i) the date of bid opening in the case of a sealed bid acquisition;

(ii) the date of award in the case of a negotiated acquisition, except that with respect to any set-aside portion (partial small business) awarded under this solicitation "Contract Date" shall mean the date of bid opening of the non-set-aside portion if sealed bid, or the date of award of the non-set-aside portion, if negotiated.

(4) The words "Contract Delivery Date" refer only to the delivery schedule as originally stated in the contract plus any extension attributable solely to reasons determined by the Contracting Officer to be excusable within the meaning of the "Default" clause of this contract. The words "Contract Delivery Date" do not include any extension of the delivery schedule, however accomplished, except for such excusable causes.

(5) The adjusting price index means:

(i) for supplies delivered within the contract delivery date

(A) for price increases, the producer price index for the economic indicator for the month 30 days prior to the contract delivery date, or the month 30 days prior to the date supplies are shipped, whichever is earlier, and

(B) for price decreases, the producer price index for the economic indicator for the month 30 days prior to the date the supplies are shipped.

(ii) for supplies delivered after the contract delivery date, the producer price index for the economic indicator for the month 30 days prior to contract delivery date or for the month 30 days prior to actual shipment, whichever is lower.

(b) The unit prices for the supplies set forth in the contract shall be subject to adjustment upward or downward by the percentage relationship of the adjusting price index to the base price index. (Divide the adjusting price index by the base price index; multiply this percentage by the contract unit price; this is the adjusted contract unit price.) The producer price index to be used in calculating the amount of adjustment shall be that index for the Code No. and Commodity specified in paragraph a. above. If the BLS fails to publish the selected index in the month 30 days prior to contract delivery date or the month 30 days prior to date supplies are delivered, the parties shall agree on an appropriate method of computing the adjusting price index. Failure to agree on an appropriate method of adjustment shall be a dispute concerning a question of fact within the meaning of the "Disputes" clause of this contract.

(c) If the Contracting Officer determines that the index consistently and substantially fails to reflect market conditions, the Contracting Officer may amend the contract to specify use of an appropriate subject index, effective on the date the index specified in the contract begins to consistently and substantially fail to reflect market conditions.

(d) Pending revision of the contract unit prices, if any to be made pursuant to this clause, the Contractor shall be paid the contract unit prices for deliveries made.

(e) Within 180 days after date of shipment of the supplies or such further period as may be authorized in writing by the Contracting Officer, the Contractor:

(1) By written notice to the Contracting Officer, may request an upward adjustment of the contract prices pursuant to the provisions of this clause. Such notice shall set forth the amount of adjustment requested, the date of shipment of the supplies and the applicable base price and adjusting price indexes.

(2) If the contract unit prices are subject to a downward adjustment pursuant to this clause, shall notify the Contracting Officer in writing of the date of shipment, the supplies and the applicable base price and adjusting price indexes.

(3) Shall certify on a final adjusting invoice that all price decreases required by this clause have been applied in the manner required herein.

(f) Notwithstanding any other provisions of this clause, price adjustments under this clause shall be subject to the following limitations:

(1) The aggregate of the increases in any unit price under this clause shall not exceed _____ percent of the applicable contract unit price as of the contract date. There is no percentage limitation on the amount of decreases made under this clause.

(2) No adjustment shall be made under this clause unless the total change in the contract amount is \$250.00 or more.

(g) Notwithstanding any other provision of this clause, applicable price decreases may be affected by the Contracting Officer any time after shipment of the supplies.

(h) Price adjustment pursuant to this clause will be made by contract modification(s) to the contract issued by the Contracting Officer which, in addition to showing the adjustment, will show the base price index, the adjusting price index, and the percentage relationship. The Contractor agrees that in the event the contract unit prices are decreased in accordance with this clause, the refund covering the amount of overpayment will be forwarded to the Contracting Officer upon issuance of the modification.

(i) Any dispute arising under this clause shall be determined in accordance with the provisions of the "Disputes" clause of this contract.

(j) The Contractor warrants that the price set forth in this contract does not include any allowance for a contingency to the extent covered by this clause.

ECONOMIC PRICE ADJUSTMENT - CERTAIN SPECIFIED METALS
(APR 1984) DISC 52.216-9I16

1021

(a) Metal specified for application of the provisions of this clause is _____.

(b) Definitions. As used in this Clause.

(1) The words "Contract Date" mean -

(i) the date of bid opening in the case of a sealed bid acquisition;

(ii) the date of award in the case of a negotiated acquisition, except that with respect to any set-aside portion (partial small business) awarded under this solicitation, "Contract Date" shall mean the date of bid opening of the non-set-aside portion if sealed bid, or the date of award of the non-set-aside portion, if negotiated.

(2) The words "required delivery date of this contract" refer only to the delivery schedule as originally stated in the contract plus any extension attributable solely to reasons determined by the Contracting Officer to be excusable within the meaning of the contract clause entitled "Default". The words "required delivery date of this contract" do not include any extension of the delivery schedule, however accomplished, except for such excusable causes. In the event of excusable delay, the delivery schedule shall be equitably extended and the delivery as thus extended shall be considered the "required delivery date of this contract" for the purposes of this contract.

(c) The contract award shall reflect the prices as shown in the Contractor's offer.

(d) The Contractor warrants that the unit prices set forth in this contract do not include any allowance for any contingency to cover increased costs of performance resulting from increase in the price of metal identified in paragraph (a) from the contract date, as defined above.

(e) If thirty (30) days prior to the required delivery date of this contract, as defined above, or thirty (30) days prior to the actual shipment, whichever is earlier, the lowest price of domestically produced metal identified in paragraph (a) as published in the American Metal Market is greater than or less than the lowest price of domestically produced metal identified in paragraph (a) as published in the American Metal Market on the contract date, as defined above, the Contractor, no later than twenty (20) days after date of shipment (or such further period as may be approved in writing by the Contracting Officer) shall notify the Contracting Officer, in writing, of such increase or decrease. As to each item, the unit price for the supplies awarded shall be adjusted by adding thereto or subtracting therefrom, as appropriate, the product obtained by multiplying the number designated in the chart below by the difference in price per pound between the lowest published price of domestically produced metal identified in

paragraph (a) as of the contract date, as defined above, and the lowest published price of domestically produced metal identified in paragraph (a) as of thirty (30) days prior to the required delivery date of this contract, as defined above, or thirty (30) days prior to the date of actual shipment, whichever is earlier. Such adjustment shall be the only adjustment permitted under this contract and will be formalized by a modification issued by the Government under the contract.

(f) Notwithstanding any other provisions herein, the amount of increase in any contract unit price under this clause shall not exceed _____ percent of the corresponding award unit price.

(g) No adjustment shall be made under this clause unless the total change in the contract amount is \$250.00 or more.

(h) The Contractor shall certify on each invoice submitted under the contract that the Contracting Officer has been notified of all decreases in the price of metal identified in paragraph (a) in accordance with paragraph (e) of this clause and that all such decreases, if any, are reflected in the invoice and shall certify on the final invoice that all price decreases required by the clause have been applied in the manner required herein.

(i) Chart:

<u>ITEM</u>	<u>FACTOR</u>	<u>ITEM</u>	<u>FACTOR</u>	<u>ITEM</u>	<u>FACTOR</u>
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(Will be indicated in the solicitation/contract)

ECONOMIC PRICE ADJUSTMENT - METAL PERFORATED SHEETS
(SEP 1990) DISC 52.216-9115

1022

(a) The Contractor warrants that any unit prices set forth in this contract do not include any allowance for any contingency to cover increased costs of performance resulting from increases in the price of metal sheets required for perforation under this contract after date set forth for opening of bids (or the contract date if this is a negotiated contract rather than one entered into by means of sealed bidding.)

(b) The parties agree if, subsequent to the date set for opening of bids (or the contract date if this is a negotiated contract rather than one entered into by means of sealed bidding), the manufacturer of the metal sheets required for perforation under this contract reduces his price to the Contractor for such sheets, the unit price to be paid hereunder to the Contractor shall be reduced for those supplies delivered by the Contractor after the effective date of the reduction in the manufacturer's price. In each such instance, the applicable contract unit price shall be reduced by the same amount that the manufacturer's price to the contract is reduced. The Contractor will promptly notify the Contracting Officer of such reductions and the contract will be modified accordingly. The Contractor shall certify on each invoice that each unit price stated therein reflects all decreases required by this clause and shall certify on the final invoice that all price decreases required by this clause have been applied in the manner herein required.

(c) The Contractor may during the period from contract date to thirty (30) days prior to required date of contract or thirty (30) days prior to date of actual shipment, whichever is earlier, request in writing an upward adjustment in any of the contract unit prices, subject to the following conditions:

(1) No unit price shall be increased in accordance with such request unless the manufacturer of the metal sheets required for perforation under this contract increases his price to the Contractor for such sheets, and no increase shall be granted unless the manufacturer's applicable price has increased subsequent to the date set for opening of bids (or the contract date if this is a negotiated contract rather than one entered into by means of sealed bidding.)

(2) No unit price shall be increased in accordance with such request except as to those supplies delivered pursuant to the terms of this contract and for which the Contractor is required to pay to the manufacturer an increased price.

(3) No unit price shall be increased by an amount greater than the amount the manufacturer's price to the Contractor is increased.

(4) The aggregate of the increases in any contract unit price under this contract shall not exceed _____ percent of the original contract unit price.

(5) No upward adjustment in unit price hereunder shall apply to supplies which were required by the delivery schedule of the contract (or the order issued thereunder if this is a requirements contract) to be delivered prior to the effective date of the manufacturer's increase in price to the Contractor, unless the Contractor's failure to deliver supplies in accordance with the delivery schedule results from causes beyond the control and without the fault or negligence of the Contractor, within the meaning of the clause of this contract entitled "Default," in which case the contract shall be amended to make an equitable extension of the delivery schedule.

(6) No modification incorporating an increase in contract unit price shall be executed pursuant to this clause until Contractor's entitlement thereto has first been verified by documentation submitted to the Contracting Officer substantiating Contractor's entitlement thereto under these provisions.

(d) In the event the requested adjustment in any contract unit price is acceptable to the Contracting Officer, the Contractor shall be promptly notified, and the contract shall be modified accordingly. If any such requested adjustment in a unit price is not acceptable to the Contracting Officer, the Contractor shall be promptly notified in writing; and unless an agreement can be reached as to the amount of increase, the Government may cancel without liability to either party the Contractor's right to proceed with performance of the portion of the contract which is not delivered at the time of such cancellation.

(e) During the period prior to such cancellation, the Contractor shall continue deliveries according to the terms of the contract and shall be paid therefor at the applicable increased unit price so requested, provided such requested increase satisfies all of the conditions and does not exceed the limitations of paragraph (c).

(f) If notice of cancellation is not sent to the Contractor within thirty (30) days after receipt by the Contracting Officer of the Contractor's request, supplies delivered subsequent to the date specified in such request, and prior to the effective date of any subsequent increase or decrease in Contractor's applicable prices, shall be paid for at the applicable increased unit price so requested, provided, such requested increase satisfies all of the conditions and does not exceed the limitations of paragraph (c).

(g) No adjustment shall be made under this clause unless the total change in the contract amount is \$250.00 or more.

(h) In calculating adjustment in the contract unit prices under this clause, the number of pounds per metal sheet shall be computed as follows:

Item No.

Number of Pounds Per Sheet

(Will be indicated in the solicitation/contract)

OPTION FOR INCREASED QUANTITY
(AUG 1985) DISC 52.217-9I06

I023

(a) The Government may increase the quantity of supplies called for by item(s) or sub-items(s) No. _____ in increments of _____% or more of the quantities of each said items or sub-items awarded but not in excess of a total _____% of such quantities.

(b) This option may be exercised by the Contracting Officer at any time after award and from time to time by written notice to the Contractor but not later than _____ days before the last scheduled delivery date of the applicable item(s) or sub-item(s) as stated in the contract or any extensions thereof by modification (excluding any previously added option quantity).

(c) Delivery of the option quantity shall be as stated in (1) or (2) below as applicable.

(1) delivery of the option quantity shall be at the highest incremental rate specified in the contract's delivery schedule, beginning the month immediately following the last scheduled delivery.

(2) if the contract quantity is a single shipment, delivery of the option quantity shall be not later than _____ days after the date stipulated for the original contract quantity or any additional quantity added by exercise of this clause.

(d) With respect to those item(s) or sub-item(s) awarded F.O.B. destination or port of loading, all or any part of the total option quantity for the item or sub-item may be ordered, by the exercise of this option, for delivery to the same destination (or port of loading) for the item or sub-item shown in the contract at the option price for such destination (or port of loading). If a change in destination (or port of loading) is required for the option quantity, the exercise of the option will specify the new destination (or port of loading) and the price and/or time of delivery shall be subject to adjustment as provided by the contract for such change.

(e) The requirements for first article approval, if applicable to this contract, shall not apply to the additional quantities to be furnished under the exercise of this option.

(f) The Contractor agrees to

[] furnish the optional quantities at the lowest unit price specified in the contract schedule for the item(s) or sub-item(s) and destinations involved.

[] furnish the optional quantities at the following prices for each exercise of the option:

<u>Item No.</u>	<u>Option Quantity Range</u>	<u>Unit Price</u>
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(Will be indicated in the contract)

GOVERNMENT PRODUCTION AND RESEARCH PROPERTY FURNISHED
BY THE GOVERNMENT (SEP 1990) DISC 52.245-9I14

I025

(a) The Government shall furnish to the Contractor on a rent free or no charge basis the Government property listed below for the period and for use in performance of this contract as shown:

<u>Description of Government Property</u>	<u>Period of Use</u>
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(Will be indicated in the solicitation/contract)

(b) The above listed Government property shall be delivered by the Government within _____ days after the effective date of the award/contract F.O.B. _____ in accordance with the clause of this contract entitled "F.O.B. Point for Delivery of Government Furnished Property."

(c) Except to the extent specifically authorized elsewhere in this contract, no use of Government property other than as described and permitted above shall be authorized unless such use is approved in writing by the Contracting Officer and either rent calculated in accordance with the Use and Charges clause set forth in FAR 52.245-9 is charged or the contract price is reduced by an equivalent amount.

(d) The Government property identified in subparagraph (a) above shall be subject to the provision of this contract entitled "Government Property (Fixed Price Contracts)" and if special tooling is being furnished, the "Addendum to Government Property (Fixed Price Contracts)" clause is also applicable.

GOVERNMENT FURNISHED PROPERTY
(JAN 1993) DISC 52.245-9I15

I026

(a) The Government shall furnish to the Contractor, for use in connection with this contract, the material set forth below:

DESCRIPTION OF GOV'T
FURNISHED MATERIAL

QUANTITY

PRESENT LOCATION

(Will be indicated in the contract)

(b) Only material listed above in the quantity shown will be furnished by the Government. All other material required in the performance of this contract shall be furnished by the Contractor.

(c) The above listed Government furnished property shall be delivered by the Government within _____ days after the effective date of the contract at the point specified in accordance with DISC clause F004 in this contract entitled "F.O.B. Point for Delivery of Government Furnished Property."

(d) The clause of this contract entitled "Government Property (Fixed Priced Contracts)" applies to the above described Government furnished property. The Contractor shall reimburse the Government for any loss or damage for which he has risk of loss based upon the current market value of such material. Failure to agree on the dollar amount of the Contractor's liability shall be a dispute within the meaning of the clause of the contract entitled "Disputes." Requisitioning documentation for Government furnished material will be prepared by the Defense Industrial Supply Center.

(a) Except for the supplies described below, no former Government surplus property, and no former residual inventory resulting from terminated Government contracts shall be furnished under this contract unless first approved, in writing, by the Contracting Officer:

(b) Only the material listed above in the quantity shown will be furnished by the Government. All other material required in the performance of this contract shall be furnished by the Contractor.

SUBCONTRACTING TO OTHER INDUSTRIAL PREPAREDNESS
PLANNED PRODUCERS (APR 1985) DLAD 52.214-9004

(a) This contract is being awarded under the authority of FAR 6.302-3 (10 U.S.C. 2304(c)(3)) for the purpose of maintaining vital facilities or suppliers in business or making them available in the event of a national emergency. Accordingly, competition is being limited for the current acquisition to those Offerors with whom industrial preparedness agreements exist, or who agree to enter into industrial preparedness agreements under the Department of Defense Industrial Preparedness Program.

(b) The Contractor agrees that it will not subcontract manufacturing of the deliverable end product under this contract to other firms which themselves are Industrial Preparedness Producers for the end product. This does not preclude subcontracting for components for which subcontractors have entered into separate industrial preparedness agreements with the Department of Defense.

FIRST ARTICLE APPROVAL - GOVERNMENT SPONSORED TESTING
(FOR USE IN FIRST ARTICLE BREAKOUT PROGRAM)
(JUL 1997) DISC 52.209-9I10

(a) The Contractor shall deliver _____ units of Lot/Item _____ FOB Destination within _____ calendar days from the date of this contract to a test facility located within a zone identified below entitled, "CONTENTS OF EACH ZONE." This list contains eleven (11) zones. Each zone on the list encompasses a particular number of states. Unless otherwise set forth in the solicitation, the Contractor should assume for purposes of preparing its bid or offer that the first article testing will be performed at a test facility located within the zone in which the Contractor's facility is located. The procedure for identifying the first article test facility is as follows:

(1) No later than thirty (30) calendar days prior to the date on which the first article unit(s) is required to be delivered under the contract, the Contractor shall telephone the DISC First Article Monitor located in the Engineering Programs and Systems Division at (215) 697-6912. The Contractor shall provide the contract number and shall request that the DISC First Article Monitor identify the name and location of the first article test facility.

(2) Within fifteen (15) calendar days from the date of the Contractor's request, the DISC First Article Monitor shall identify the name and location of the first article test facility.

(3) In the event that the Contracting Officer subsequently directs a change in the zone in which the first article testing will be performed, such an action may be considered a change within the meaning of the "Changes" clause of the contract.

(4) The Contractor's attention is called to any applicable Quality Assurance Provision (QAP), referenced in the solicitation, which sets forth the procedures for notifying the Government's Quality Assurance Representative (QAR) concerning the tendering of the first article unit(s).

(b) Within _____ calendar days after the first article test facility receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the approval, conditional approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to such retesting are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions, and within the time specified by the Government. The Government shall act on this first article within the time limit specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the "Default" clause of this contract .

(e) Unless otherwise provided in the contract, the Contractor -

(1) May deliver the approved first article as part of the final delivery of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and

(2) Shall remove and dispose of any first article from the Government test facility at the Contractor's expense.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the "Changes" clause of this contract, the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

(h) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.

(i) The Contractor shall produce both the first article and the production quantity at the same facility and shall submit a certification to this effect with each first article.

NOTE: The term first article as used in this clause includes, but is not limited to: preproduction models, initial production samples, test samples, first lots, pilot models, and pilot lots. Approval involves testing and evaluating the first article for conformance with specified contract requirements before or in the initial stages of production under a contract.

CONTENTS OF EACH ZONE

ZONE 1 - New York, Pennsylvania, New Jersey, Delaware, Maryland

ZONE 2 - Vermont, New Hampshire, Maine, Connecticut, Rhode Island, Massachusetts

ZONE 3 - Virginia, West Virginia, North Carolina, Kentucky, Tennessee

ZONE 4 - Ohio, Indiana, Michigan, Illinois

ZONE 5 - Florida, Georgia, South Carolina, Alabama

ZONE 6 - Wisconsin, Minnesota, North Dakota, South Dakota

ZONE 7 - Colorado, New Mexico, Wyoming, Utah

ZONE 8 - Washington, Oregon, Idaho, Montana

ZONE 9 - California, Nevada, Arizona

ZONE 10 - Nebraska, Kansas, Missouri, Iowa

ZONE 11 - Texas, Oklahoma, Louisiana, Arkansas, Mississippi

FIRST ARTICLE APPROVAL - GOVERNMENT SPONSORED TESTING REQUIREMENTS
CONTRACTS (FOR USE IN FIRST ARTICLE BREAKOUT PROGRAM)
(JUL 1997) DISC 52.209-9107

1031

(a) The Contractor shall deliver unit(s) of Lot/Item _____ FOB Destination within _____ calendar days from the date of the initial delivery order issued under this contract to a test facility located within a zone identified below entitled, "CONTENTS OF EACH ZONE." This List contains eleven (11) zones. Each zone on the list encompasses a particular number of states. Unless otherwise set forth in the solicitation, the Contractor should assume for purposes of preparing its bid or offer that the first article testing will be performed at a test facility located within the zone in which the Contractor's manufacturing facility is located. The procedure for identifying the first article test facility is as follows:

(1) No later than thirty (30) calendar days prior to the date on which the first article unit(s) is required to be delivered under the contract, the Contractor shall telephone the DISC First Article Monitor located in the Engineering Programs and Systems Division at (215) 697-6912. The Contractor shall provide the contract number and shall request that the DISC First Article Monitor identify the name and location of the first article test facility.

(2) Within fifteen (15) calendar days from the date of the Contractor's request, the DISC First Article Monitor shall identify the name and location of the first article test facility.

(3) In the event that the Contracting Officer subsequently directs a change in the zone in which the first article testing will be performed, such an action may be considered a change within the meaning of the "Changes" clause of the contract.

(4) The Contractor's attention is called to any applicable Quality Assurance Provision (QAP), referenced in the solicitation, which sets forth the procedures for notifying the Government's Quality Assurance Representative (QAR) concerning the tendering of the first article unit(s).

(b) Within _____ calendar days after the first article test facility receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the approval, conditional approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to such retesting are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions, and within the time specified by the Government. The Government shall act on this first article within the time limit specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default Clause of this contract .

(e) Unless otherwise provided in the contract, the Contractor -

(1) May deliver the approved first article as part of the final delivery of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and

(2) Shall remove and dispose of any first article from the Government test facility at the Contractor's expense.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the "Change" clause of this contract, the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

(h) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.

(i) The Contractor shall produce both the first article and the production quantity at the same facility and shall submit a certification to this effect with each first article.

NOTE: The term first article as used in this clause includes, but is not limited to: preproduction models, initial production samples, test samples, first lots, pilot models, and pilot lots. Approval involves testing and evaluating the first article for conformance with specified contract requirements before or in the initial stages of production under a contract.

CONTENTS OF EACH ZONE

ZONE 1 - New York, Pennsylvania, New Jersey, Delaware, Maryland

ZONE 2 - Vermont, New Hampshire, Maine, Connecticut, Rhode Island, Massachusetts

ZONE 3 - Virginia, West Virginia, North Carolina, Kentucky, Tennessee

ZONE 4 - Ohio, Indiana, Michigan, Illinois

ZONE 5 - Florida, Georgia, South Carolina, Alabama

ZONE 6 - Wisconsin, Minnesota, North Dakota, South Dakota

ZONE 7 - Colorado, New Mexico, Wyoming, Utah

ZONE 8 - Washington, Oregon, Idaho, Montana

ZONE 9 - California, Nevada, Arizona

ZONE 10 - Nebraska, Kansas, Missouri, Iowa

ZONE 11 - Texas, Oklahoma, Louisiana, Arkansas, Mississippi

RIGHTS GUARD (MAY 1986) DISC 52.227-9I01

I035

NOTE: RESTRICTIONS ON USE OF TECHNICAL DATA

(a) Technical data furnished herewith (hereinafter "Rights Guard technical data") is proprietary to The Boeing Company which has licensed the Government to use same for the procurement of replenishment spare parts for U.S. Government owned aircraft.

(b) The Bidders/Offerors/Contractors hereunder are prohibited from (1) reproducing, in whole or in part, Rights Guard technical data; (2) incorporating any information contained in such data into other documentation; or (3) otherwise utilizing such data except for responding to this solicitation or performing any resulting contract. Each Bidder/Offeror/Contractor will include the limited rights legend found in FAR 52.215.12, Restriction on Disclosure and Use of Data, identifying The Boeing Company as the owner, on all Rights Guard technical data that is incorporated, in whole or in part, into any technical data delivered by such Bidder/Offeror/Contractor to the Government in response to this solicitation or as part of the performance of any resulting contract.

(c) Upon award of contract, each unsuccessful Bidder/Offeror shall return to the Government or destroy all Rights Guard technical data relating to this solicitation and shall provide to the Government a certification to that effect. Upon completion of contract performance, each Contractor shall return to the Government or destroy all Rights Guard technical data relating to such contract and shall provide to the Government a certification to that effect. Mylar drawings are not to be returned, but certification that they have been destroyed will be furnished at completion of this contract.

(d) If it becomes necessary for the Offeror/Contractor to disclose the data to a Subcontractor as provided in (b) above, the Subcontractor shall be required to agree to the conditions set forth herein for limited use, nondisclosure, the return or destruction of technical data, and the certification required of the Prime Contractor. The Prime Contractor shall incorporate this provision in any resulting orders, and shall obtain the required certification from the Subcontractor.

ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER DEFAULT
(MAY 1988) DLAD 52.249-9000

I036

If this contract is terminated in whole or in part for default pursuant to the clause included herein entitled "Default", and the supplies or services covered by the contract so terminated are repurchased by the Government, the Government will incur administrative costs in such repurchases. The Contractor and the Government expressly agree that, in addition to any excess costs of repurchase, as provided in paragraph (b) of the "Default" clauses of the contract, or any other damages resulting from the default, the Contractor shall pay, and the Government shall accept, the sum of \$900.00 as payment in full for the administrative costs of such repurchase. This assessment of damages for

administrative costs shall apply for any termination for default for which the Government repurchases the terminated supplies or services, regardless of whether any other damages are incurred and/or assessed.

ADDENDUM TO FAR 52.250-1 - INDEMNIFICATION UNDER P.L. 85-804
(APR 1984) DISC 52.250-9I01

I049

As used in the clause entitled "Indemnification Under Public Law 85-804 - Fixed Price" included in this order, the following definitions apply:

(a) "Nuclear Risks" are those risks attributable to the radioactive, toxic, explosive, or other hazardous properties of "Special Nuclear Material," "By-product Material" or "Source Material," as such materials are defined in the Atomic Energy Act of 1954, as amended."

(b) "Unusually Hazardous Risks" are the risks of explosion, detonation, burning or propulsion, attributable to the utilization of high energy solid propellants in (i) Polaris, Poseidon, or Trident Missiles or of any component thereof; or (ii) Propellant Powered Polaris, Poseidon, or Trident Test Missiles or of any component thereof; or (iii) any other component or subcomponent of the Polaris, Poseidon, or Trident Weapon Systems which uses high energy solid propellants.

DETERMINATION OF INDEMNIFICATION UNDER P.L. 85-804
(APR 1984) DISC 52.250-9I02

I050

This order includes a provision indemnifying the contractor against nuclear risks and unusually hazardous risks attributable to the utilization of high energy solid propellant. In accordance with P.L. 85-804 and Executive Order 10789 as amended by Executive Order 11610, it has been determined that inclusion of this provision will facilitate the National Defense since, in the event of a major incident arising out of contract performance, the possible claims against, and loss to, the contractor could be so large that the full potential risks exceed many times any available insurance, leaving the contractors' financial and productive ability in jeopardy.

PROGRESS PAYMENTS - FIRST ARTICLE TESTING (APR 1984) DISC 52.209-9I01

I077

(The following applies when first article approval is required.)

(a) Until contractor has received notification of first article test approval:

☐ (1) No progress payments are authorized

☐ (2) Progress payments shall be limited to costs applicable to manufacture of the first article test sample. The aggregate amount of progress payments for first article costs shall be limited to:

☐ \$ _____

☐ _____ % of the total contract price.

(b) If this is a negotiated solicitation, any progress payments applicable to first article will be related in the award.

FIRST ARTICLE APPROVAL - CONTRACTOR TESTING
FAR 52.209-3 (JAN 1997)

1079

ADDENDUM I DISC (APR 1993)

(j) The First Article Test Report, and any documentation submitted in support of that Report, (hereinafter referred to as "the Report"), shall be originals if possible. When the originals of supporting test/measurement reports cannot be obtained, the contractor shall provide a true copy of the report, certified by the mill or manufacturer who performed the test/measurement. Failure by the Contractor to furnish either the original or a certified true copy of the Report in accordance with the schedule set forth above in paragraph (b) shall be a failure to deliver within the meaning of paragraph (d) of this clause. If originals have been submitted, the Government shall, after review and verification, return the originals to the Contractor. If evaluation of the Report is delayed due to the Contractor's late submission of the original/certified true copy, and the Government is unable to provide notice to the Contractor of approval, conditional approval, or disapproval of the First Article Test Report within the time specified in (b) above, the time for such notice shall be equitably adjusted to accommodate a revised evaluation schedule. Except for delays which are beyond the control of and without the fault or negligence of the Contractor, any delays in the delivery of, or modifications of the delivery schedule for, the production quantities covered by this contract, resulting from the revised evaluation schedule, shall be deemed Contractor caused delay for purposes of the clause entitled, "Default", of the General Provisions of the contract and for purposes of consideration for delivery schedule extensions.

FIRST ARTICLE APPROVAL - GOVERNMENT TESTING
FAR 52.209-4 ALTERNATE I (JAN 1997) ALTERNATE I (SEP 1989)

1080

ADDENDUM I DISC (APR 1993)

(k) Upon shipment of the First Article to the Government activity designated in paragraph (a) above, the Contractor shall provide written notification of the shipment to the Policies and Procedures Branch of the Product Services IPU (DISC-SQA), Defense Industrial Supply Center, 700 Robbins Avenue, Philadelphia, PA 19111-5096. As a minimum, this notification shall contain the Contractor's name and CAGE; the Contract Number; the National Stock Number (NSN), the quantity shipped; the mode of shipment, the name of the carrier, and the shipping receipt.

(l) Failure of the Contractor to deliver the First Article within the time specified in paragraph (a) may adversely impact the schedule for testing of the First Article at the Government Activity also specified in that paragraph. If testing is delayed because of late delivery of the First Article by the Contractor, and the Government is unable to provide notice to the Contractor of approval, conditional approval, or disapproval of the First Article within the time specified in paragraph (b) above, the time for such notice shall be equitably adjusted to accommodate the revised delivery schedule. Except for delays which are beyond the control of and without the fault or negligence of the Contractor, any delays in the delivery of, or any modifications of the delivery schedule for, the production quantities covered by this contract, resulting from the necessity to revise the test schedule, shall be deemed to be due to Contractor caused delays for purposes of the clause entitled, "Default", of the General Provisions and for purposes of consideration for delivery extensions.

ORDERING - SPECIAL PROVISION
(OCT 1986) DISC 52.216-9I21

1129

The Government shall not be required to order under this contract any quantity of an item of supply designated by a National Stock Number, of which the Contractor has failed to make timely delivery on (i) a previous order issued under this contract, or (ii) on a contract or order separate and apart from this contract, unless the Contracting Officer determines that the failure to make timely delivery under the previous delivery order, or other contract or order, was due to causes beyond the control and without the fault or negligence of the Contractor within the meaning of the clause entitled "Default. "

The Government may exercise its right under this clause until such time as the Contractor cures its late delivery status with respect to the item of supply, or until the delivery order, contract or order separate from this contract is terminated

or otherwise placed in a current or timely status. This provision shall not be construed as a waiver by the Government of its right of termination by default or any other of its rights contained in the contract.

NEGOTIABLE ITEMS - REDETERMINATION

I135

(JUL 1992) DISC 52.216-9I22

In accordance with the schedule prescribed in DISC clause I136 entitled Price Redetermination - Prospective (FAR 52.216-5), the Government reserves the right to open negotiations to include or exclude same or similar items into the contract resulting from this solicitation during the price redetermination periods, and in addition, to negotiate delivery of each resulting item in the revised schedule.

NONISSUANCE OF DELIVERY ORDERS UNDER INDEFINITE DELIVERY TYPE CONTRACTS
WHEN CONTRACTOR IS EITHER SUSPENDED OR DEBARRED

I139

(SEP 1992) DISC 52.209-9I14

(a) If the Contractor is suspended or debarred or proposed for debarment after the date of this contract, the Government shall not be required to order any supplies hereunder from the date of such suspension, debarment or proposed debarment until the date that the suspension or debarment is terminated or the proposed debarment action is discontinued. In such instance, the Government may purchase its requirements for the supplies covered by this contract in the open market in accordance with applicable law and regulations.

(b) Notwithstanding the provisions of the above paragraph (a), unless advised otherwise in writing by the Contracting Officer, the Contractor shall remain obligated to perform all orders issued prior to the date of the suspension, debarment or proposed debarment. In the event that the Contractor receives an order under this Contract subsequent to the date of such suspension, debarment or notice of proposed debarment, the Contractor shall confirm with the Contracting Officer that the Contractor's performance is required and that the order was not issued in error.

(c) The provisions of this clause are in addition to, and do not limit, any rights which the Government might have under any other provisions of the contract, or by law or regulation.

ORDERING OFFICERS UNDER THE CONTRACT

I140

(NOV 1993) DISC 52.201-9I01

The following individuals are appointed Ordering Officers under this contract. They are authorized to place and sign delivery orders that are expressly within the terms and conditions of this contract. Orders outside the expressed terms and conditions of the contract shall be signed by the Contracting Officer.

NAME

TITLE

ECONOMIC PRICE ADJUSTMENT INDUSTRIAL COMMODITIES DVD

I145

(MAY 1996) DISC 52.216-9I25

(a) General. The unit prices of this contract shall be subject to adjustment periodically as provided herein. Although this contract has a base period of _____ years with _____ additional option years, all adjustments will be on the basis of contract calendar year as defined herein.

(b) Definitions. The terms used in this clause are defined as specified below:

(1) Economic Indicator. The economic indicator for purposes of price adjustments to be made under this clause, will be the preliminary version of the Producer Price Index (PPI), set forth in Table _____ of the monthly report entitled, "Producer Prices and Price Indexes," published by the Bureau of Labor Statistics (BLS), United States Department of Labor, for the Code Number and Commodity listed below:

CODE NUMBER AND COMMODITY

Code No: _____

Commodity: _____

For the purposes of making price adjustments in accordance with this clause, only the preliminary version of the Producer Prices and Price Indexes report will be used. No additional adjustments will be made based on issuance of the final version of the report.

(2) Contract Date. The term which means the date of award of the contract(s) resulting from this solicitation, as set forth on the first page of the Award/Contract (Standard Form 26).

(3) Contract Calendar Year. The term which means a one (1) calendar year period consisting of twelve (12) calendar months. The first contract calendar year shall commence on the contract date and shall end on a date exactly twelve calendar months thereafter. Each succeeding contract calendar year shall commence on the day immediately following the last day of the preceding contract calendar year. This definition shall apply to yearly periods of the base contract term as well as to any option periods.

(4) Contract Price. For purposes of this contract, the term, "contract price," shall mean:

(i) For the first Contract Calendar Year, the price(s) shown on the Award/Contract on the Contract Date.

(ii) For each succeeding Contract Calendar Year, the contract price(s) from the previous Contract Calendar Year appropriately adjusted pursuant to this clause.

(5) Base Price Index. For purposes of price adjustment under this clause, this term shall mean:

(i) For the First Contract Calendar Year, the PPI for the economic indicator for the month of the Contract Date.

(ii) For each succeeding Contract Calendar Year, the average PPI for the economic indicator for the preceding Contract Calendar Year, calculated from the month of the contract date through the next succeeding eleven (11) months.

(6) Adjusting Price Index. For purposes of price adjustment under this clause, this term shall mean the average PPI for the economic indicator for the preceding Contract Calendar Year, calculated from the month of the contract date through the next succeeding eleven (11) months.

NOTE: The adjusting Price Index for one Contract Calendar Year becomes the Base Price Index for the next succeeding Contract Calendar Year.

(c) Price Adjustment Periods. Performance of this contract is divided into successive periods designated, "Contract Calendar Years," as defined in Subparagraph (b) (3) above. The anniversary of the First Contract Calendar Year shall be the first day of each succeeding Contract Calendar Year, and shall constitute the "Contract Date" for purposes of establishing the Base Price Index for the ensuing Contract Calendar Year. Further, the calendar month in which the anniversary of the First Contract Calendar Year falls shall be the "month of the contract date" for such purposes.

(d) Price Adjustment. The unit prices under this contract shall be subject to adjustment at the end of each Contract Calendar Year, whether the Contract Calendar Year is within the _____ year base contract term, or is in any "Option" period of the contract. Subject to the limitations set forth in this clause, the prices shall be adjusted by

the same percentage that the Adjusting Price Index bears to the Base Price Index. Upon publication of the Adjusting Price Index, the Contracting Officer shall calculate the price adjustment as follows:

(1) Divide the Adjusting Price Index by the Base Price Index to arrive at a quotient; and,

(2) Multiply the quotient derived above by the applicable contract unit price(s) for the preceding Contract Calendar Year. The PPI to be used in calculating the above price adjustment(s) shall be that index for the Code Number and Commodity specified in Paragraph (b) (1) above. If the BLS fails to publish the selected index for the Code Number and Commodity during the preceding Contract Calendar Year, or if the Code Number and Commodity of the index cease to be relevant with respect to the intent of this clause, the Contractor and the Contracting Officer shall agree on an appropriate method of establishing the Adjusting Price Index. Failure of the Contractor and Contracting Officer to agree on an appropriate Adjusting Price Index shall constitute a dispute within the meaning of the "Disputes" clause of the contract.

(e) Contract Modifications. Subject to the limitations in Paragraph (f) of this clause, at the end of each Contract Calendar Year, the price adjustment(s) to be made hereunder shall be evidenced by a Modification signed by the Contractor and the Contracting Officer. The Modification shall be issued within thirty (30) days of the final day of the preceding Contract Calendar Year, and:

(1) Shall set forth the unit price(s) as adjusted in accordance with this clause to establish the Contract Price(s) for the ensuing Contract Calendar Year; and

(2) Shall adjust the unit prices for supplies covered by Delivery Orders which were issued during the preceding Contract Calendar Year, but are undelivered on the first day of the second or other succeeding Contract Calendar Year; and

(3) Shall adjust the unit prices for supplies covered by Delivery Orders issued between the first day of the second or other succeeding Contract Calendar Year and the date of issuance of the Modification unless already adjusted under (e) (1) above; and,

(4) Shall set forth an aggregate monetary adjustment, by way of increase or decrease, to cover the net adjustment due either to the Contractor or to the Government for all supplies covered by Delivery Orders under which delivery was completed during the preceding Contract Calendar Year. If the adjustment results in an increase in the price(s), the monies shall be obligated at the time of the mailing of the finalized Modification to the Contractor, and the Contractor shall submit the invoice therefor, with specific reference to the Modification by which the adjustment has been implemented. If the adjustment results in a decrease in the price(s), the Contractor shall submit its check or its credit memorandum in the amount of the decrease within thirty (30) days of the date of the Modification. Failure by the Contractor to remit payment, or to furnish a credit memorandum within the thirty (30) day period, will result in initiation by the Contracting Officer of debt collection procedures, including administrative offset against monies owed by DISC to the Contractor under this contract or any other contract(s).

(f) Limitations. Notwithstanding any other provision of this clause, price adjustments hereunder shall be subject to the following limitations:

(1) Any upward economic price adjustment shall not exceed _____%. Accordingly, at the end of each Contract Calendar Year when prices hereunder are adjusted to establish the contract price(s) for the ensuing Contract Calendar year such adjustment shall not exceed _____. Further, the aggregate monetary increase under this clause shall not exceed _____% of the aggregate value of all Delivery Orders for which delivery was completed during the Contract Calendar Year for which the adjustment applies.

(2) There shall be no limitation on the decreases under this clause.

(g) Disputes. Any disagreement which arises in connection with the administration of this clause shall constitute a dispute under the "Disputes" clause of the contract.

(h) Warranty. The Contractor warrants that, as of the contract date, the price(s) set forth in this contract do not include any contingencies or allowances for increases in the cost of performance related to cost elements which are included in the PPI established by the BLS for the Code No. and Commodity set forth in Paragraph (b)(1) of this clause.

SUBMISSION OF INVOICE BY ELECTRONIC DATA INTERCHANGE (EDI)
(NOV 1995) DISC 52.232-9110

1147

(a) Invoices for payment under this contract normally will be transmitted by Electronic Data Interchange (EDI) in accordance with the clause entitled, "Electronic Data Interchange," set forth elsewhere herein. Payment for delivered supplies shall be governed by FAR 52.213-1, "Fast Payment Procedures," or FAR 52.232-25, "Prompt Payment," as specified in the Delivery Order. Further, invoices submitted through EDI shall be in strict accordance with Section 810, Commercial Invoices, of the Department of Defense (DoD) X12 Transaction Implementation Guideline. This Guideline may be obtained from either the DoD Electronic Commerce Office at (800) 334-3414 or the DFAS EDI Office, Columbus, OH at (614) 693-0504/6510.

(b) The Government's entitlement to any discount under this contract shall be governed by FAR 52.232-8, "Discounts for Prompt Payment," incorporated elsewhere herein.

(c) At any time EDI "on-line capability" has been interrupted, manual invoicing will be permitted, but only for the time reasonably necessary to correct the elements which have caused the interruption. In such instances, manual invoices shall be prepared in accordance with the appropriate FAR clause referenced in paragraph (a) above, and shall be submitted to:

DFAS - Columbus Center
ATTN: DFAS-CO-SE
P.O. Box 182317
Columbus, OH 43218-6238

INDEFINITE DELIVERY PURCHASE ORDER (IDPO) AGREEMENT
(JUL 1995) DLAD 52.213-9002

1150

(a) The prospective contractor [] agrees [] does not agree that, if an order is placed for the solicited quantity, the Government may place additional orders for the item(s) covered by this Request for Quotation, at the same price quoted for the solicited quantity, for any order issued, within a quantity range of _____ to _____ units, within _____ from the date of that purchase order, under the same terms and conditions as that purchase order. Such orders will be issued no more frequently than _____ times per quarter. The aggregate total dollar value of orders issued shall not exceed the simplified acquisition threshold. In no event shall the Government be obligated to place subsequent orders under this agreement. The initial purchase order will contain the terms and condition of this agreement, including this provision, and subsequent orders will cite the initial purchase order number. The contractor agrees to advise the contracting officer in writing at any point in time it determines that it cannot accept subsequent orders under this agreement.

(b) Numbering. The uniform procurement instrument identification numbering (PIIN) system will be used. The initial purchase order and subsequent orders will be distinguished by a "D" in the ninth position and a "5" or higher number in the tenth position of the PIIN. The initial purchase order will be numbered with sub-PIIN 0001. Subsequent orders will be serially numbered with sub-PIIN numbers 0002 through 9999.

(NOTE: Failure to agree to this provision will not affect an award decision for the solicited quantity.)

INDEFINITE DELIVERY PURCHASE ORDER (IDPO) CONTRACT
(JUL 1995) DLAD 52.213-9003

1151

(a) The contractor [] agrees [] does not agree that performance under this purchase order, by furnishing the supplies specified in this purchase order (the minimum quantity), commits the contractor to provide the same supplies, in the quantity range and under the conditions specified herein. The Government may place such additional orders for the supplies specified in this purchase order at the purchase order price within a quantity range of _____ to _____ units, within _____ from the date of the purchase order, under the same terms and conditions as the purchase order. Such orders will be issued no more frequently than _____ times per quarter. The aggregate total dollar value of orders issued shall not exceed the simplified acquisition threshold. In no event shall

the Government be obligated to place subsequent orders under this contract. The purchase order contains the terms and conditions of this contract and subsequent orders will cite the purchase order number.

(b) Numbering. The uniform procurement instrument identification numbering system (PIIN) will be used. The purchase order and subsequent orders will be distinguished by a "D" in the ninth position and a "5" or higher number in the tenth position of the PIIN. The initial purchase order will be numbered with sub-PIIN number 0001. Subsequent orders will be serially numbered with sub-PIIN numbers 0002 through 9999.

(c) If paragraph (a) above indicates that the duration of the IDPO will be more than one (1) year, clause L055, DISC 52.213-9109, "Termination of Indefinite Delivery Purchase Order," shall apply with respect to those annual periods which exceed the first one (1) year period.

(NOTE: Failure to agree to this clause [] will [] will not affect an award decision for the solicited quantity.)

LIMITATIONS ON PROGRESS PAYMENTS
(OCT 1995) DISC 52.232-9111

1153

(a) Any progress payments authorized by the solicitation/contract apply only for costs incurred in the "stocking-up time" set forth in Paragraph (b) of the DISC clause entitled, "Time of Delivery - Customer Oriented Delivery" located elsewhere in the solicitation/award. Such progress payments shall be limited to an amount computed by multiplying the guaranteed minimum set forth in the contract by the applicable liquidation rate of progress payments. Where the guaranteed minimum is based on individual line item quantities, progress payments will apply only to those items and will be calculated based on the guaranteed quantity for each such item.

(b) Except as provided above, progress payments may be authorized at the sole discretion of the Contracting Officer in instances during the contract period where, due to issuance of an unusually large order or number of delivery orders, the Contractor is required to engage in another "stocking up process" which entails _____ days or more.

DISPOSITION OF DRAWINGS AND SPECIFICATIONS
(JUL 1996) DISC 52.227-9103

1156

(a) There are documents included in the Technical Data Package which have been marked with the following Legend:

This entire document and all information thereon is proprietary to Colt's Inc. and shall not be reproduced, duplicated or copied in whole or in part, disclosed or made available to any other person, firm or corporation or otherwise used except to the extent necessary for and then only in connection with the preparation and/or submission of bids or proposals related to a procurement being effected by the United States Government or in connection with the manufacture in the United States either by the United States Government or under a contract with the United States Government. This document will be disposed of in accordance with the instructions issued by the Contracting Officer upon completion of the purpose for which it was issued.

(b) It is required that the contractor must maintain the legend intact and will be required to certify to the use made and disposition of the documents. If distribution of these documents is made by the contractor, the same requirements are imposed with respect to the legend, the use, and disposition of these documents.

(c) Upon completion of the purposes for which these documents have been issued, the contractor is required to destroy or have destroyed all documents bearing the above legend, including all reproductions, duplications or copies thereof as may have been further distributed by the contractor. Immediately after destruction thereof, a Certificate of Destruction will be furnished to Industrial Base Branch (DISC-PMI), Defense Industrial Supply Center, which will include identification of the documents and quantity thereof, as well as the date of destruction.

(d) The contractor's attention is specifically directed to the fact that, under this contract, any technical data which is restricted as to use by a legend such as that set forth in paragraph (a) above shall not be furnished to others

in connection with manufacture or procurement activities unless it is clearly and indelibly marked to restrict its use and/or reproduction and shall include the legend specified in paragraph (a) above.

(e) Destruction of this technical data shall be accomplished by burning, shredding, or pulping.

(f) A Certificate of Destruction must be forwarded to:

Industrial Base Branch (DISC-PMI)
Defense Industrial Supply Center 700
Robbins Avenue Philadelphia, PA 19111-5096

(g) The provisions of this clause do not apply to Colt's Manufacturing Company, Inc.

DEMILITARIZATION - SMALL ARMS WEAPONS AND PARTS, AND ACCESSORIES
(CATEGORY I - MUNITIONS LIST ITEMS) (JUL 1996) DISC 52.227-9104

1157

(a) Definitions: "Excess property" means property of the type covered by this contract for which the contractor does not claim or is refused payment; including, but not limited to, rejects or overruns. Excess property (whether title to the property is in the Government or not) includes completed or partially completed parts, components, subassemblies and assemblies, end items, and all associated packaging and marking.

(ii) "Significant Military Equipment (SME)" means those articles for which special controls are warranted because of their capacity for military utility or capability.

(iii) "Munitions List Items (MLI)" means those items listed on the U.S. Munitions List. the U.S. Munitions List delineates the articles, services and related technical data designated as defense articles and defense services pursuant to the Arms Export Control Act.

(b) This contract requires the manufacture, assembly, test, maintenance, repair and/or delivery of military/defense items. This clause sets forth the requirements for the demilitarization, and corresponding certification, of excess property under this contract. These requirements are applicable to any contractor/subcontractor who performs work on this contract.

(c) (1) Upon completion of production of this contract, the contractor shall notify the Administrative Contracting Officer (ACO), or his designated representative, in a timely manner so that a Government representative can physically witness the demilitarization of material under this contract. Demilitarization shall be accomplished as prescribed in subparagraph (d) below. The contractor and the Government representative are both required to sign and date the demilitarization certificate (provided below). The certificate shall state that demilitarization has been accomplished, and identify the quantity and items which were demilitarized.

CERTIFICATE

I, _____ (name and title of contractor's employee) am the officer
or employee of _____ (name of company) responsible for assuring
demilitarization requirements have been accomplished. I certify that ** (IDENTIFY ITEMS AND QUANTITIES) ** were
demilitarized in accordance with instructions provided in contract _____ (contract number).

(End of Certificate)

(2) This certificate, along with the final DD Form 250, will be forwarded by the Government QAR to the ACO so that final payment can be made. The ACO will not release the final DD Form 250 for payment to the contractor unless the Demilitarization Certificate has been received. The Demilitarization Certificate received will become part of the contract file.

WARNING: SIGNING A FALSE CERTIFICATE CONSTITUTES A FELONY AND MAY SUBJECT THE INDIVIDUAL TO CRIMINAL PROSECUTION.

(3) To accomplish the certification requirements for subcontractor demilitarization, the contractor is required to follow all procedures of subparagraph (c)(1) above. The subcontractor is responsible for all of the contractor requirements specified, and the contractor is responsible for all of the Government requirements specified. Therefore, the prime contractor must witness the actual demilitarization of material under this contract by the subcontractor, and so certify.

(d) Excess property shall be completely destroyed or mutilated (whichever is prescribed) prior to final payment, as set forth below. Demilitarization is necessary in order that the property will be unusable or nonreclaimable for its original purpose, and to preclude the possibility of reconditioning the property to make saleable as implements of destruction.

(1) The following items are considered to be SME and require total destruction worldwide:

(i) All nonautomatic, semiautomatic, and automatic firearms and other weapons up to and including .50 caliber and all components and parts;

(ii) Shotguns and all components and parts;

(iii) Shoulder fired grenade launchers and all components and parts;

(iv) Man portable rocket launchers and all components and parts;

(v) Individually operated weapons which are portable and/or can be fired without special mounts or firing devices and which have potential use in civil disturbances and are vulnerable to theft and all components and parts;

(vi) Pyrotechnic pistols and other ground signal projectors and all components and parts;

(vii) Rifle grenade launchers and all components and parts;

(viii) Magazines and ammunition clips for items in this category. (Clips for the M1 rifle do not require demilitarization.)

(ix) Insurgency counter-insurgency type firearms or other weapons having a special military application (i.e., close assault weapons systems), regardless of caliber, and all components and parts;

(x) Technical data related to the manufacture or production of any defense article enumerated above.

(2) The following items are considered to be SME accessories and require key point demilitarization worldwide:

(i) Gun mounts (including bipods and tripods). Key points are all attachment points/fittings and moveable joints

(3) The following items are considered to be MLI accessories and require total or key point destruction worldwide, or as indicated:

(i) Silencers, suppressors and mufflers (total destruction).

(ii) Rifle scopes and all types of telescopic and optical sights including those designated for night sighting and viewing (key point destruction). Key points are attachment points/fittings, lenses, infrared source and as otherwise indicated by the ICA.

(4) The following items are considered to be MLI and do not require demilitarization:

(i) Clips for the M1 Rifle.

(ii) All other technical data (not in subparagraph (d)(1) above) and defense services directly related to any defense article enumerated in this category.

(e) Method and degree of demilitarizations.

(1) For items listed in subparagraph (d)(1) above, the preferred normal method of demilitarization is by torch cutting utilizing a cutting tip that displaces at least 1/2 inch of metal. All cuts will completely sever the item and be made in accordance with instructions applicable to the items being demilitarized as depicted in appropriate figures in Appendix 7 of DoD 4160.21-M-1, Defense Demilitarization and Trade Security Control Manual. Shearing, crushing, deep water dumping or melting may be utilized when such methods of demilitarization are deemed more cost effective and/or practicable and are authorized by appropriate authority.

(2) Machine Guns will be demilitarized by torch cutting utilizing a cutting tip that displaces at least 1/2 inch of metal or shearing the receiver in a minimum of two places or by crushing in a hydraulic or similar type press. The barrel will be torch cut, sheared or crushed in the chamber area and in two or more places to the extent necessary to prevent restoration. If the shearing or crushing method is used, the trunnion block and side frame must be completely cut through, broken or distorted to preclude restoration to a usable condition.

(3) Receivers shall be demilitarized by torch cutting in a minimum of two places utilizing a cutting tip that displaces at least 1/2 inch of metal or crushed to the extent necessary to preclude restoration to a usable condition.

(4) Bolts and barrels will be demilitarized by torch cutting utilizing a cutting tip that displaces at least 1/2 inch of metal or crushed to the extent necessary to preclude restoration to a usable condition.

(5) Accessories, i.e., silencers and mufflers, rifle grenade launchers, riflescopes and all types of telescopic and optical sights including those designed for night sighting and viewing, and gunmounts (including bipods and tripods) will be demilitarized by breaking, crushing or cutting in a manner which precludes restoration to a usable condition in accordance with instructions applicable to the items being demilitarized as depicted in appropriate figures contained in Appendix 7 of DoD 4160.21-M-1.

(6) Other metallic parts, including M2 conversion kits, will be demilitarized by cutting, crushing or melting.

(7) Technical Data, to include any reproduced copies, additional drawings and working papers, will be demilitarized by burning, shredding or pulping.

(f) If demilitarization by melting is authorized and the contractor does not possess the capability to perform this operation, this could be accomplished at contractor expense by Rock Island Arsenal. If you desire to use this method, contact Armament and Chemical Acquisition and Logistics Activity, ATTN: AMSTA-AC-PCW-C, Rock Island, IL 61299-7630, for a copy of "Attachment - Demilitarization by Melting/Demilitarization of Surplus Small Arms Weapons and Parts".

(g) The requirements of this clause shall apply to any packaging of Government property and excess property containing nonremovable markings required exclusively by this contract. Removable markings shall be removed before any nondemilitarized disposition.

(h) The contractor/subcontractor agrees that no items demilitarized, as stated above, will be disposed of by the contractor/subcontractor other than as scrap.

(i) Any excess property which arises out of this contract, but for which no demilitarization order was included in the contract, shall not be released, retained, sold, or disposed of in any manner without instructions from the ACO.

(j) Any requests for exceptions or waivers to this clause must be made in writing to the Procuring Contract Officer.

(k) The contractor further agrees that this clause, including this subparagraph (k), will be included in any subcontracts for the aforesaid items.

(a) Definition. The term "Excess Contract Inventory," as used in this clause, means supplies (i) which the Contractor has identified to this contract, (ii) which the Contractor purchased or manufactured in anticipation of receipt of delivery orders under this contract, (iii) which have no commercial application, and (iv) which, because they were not ordered by the Government during the contract period, and have no commercial application, remain in the contractor's inventory on the last day of the final ordering period of the contract. The items which meet this criteria are listed in paragraph (b) below.

(b) No Commercial Application Items. The following items of this contract have no commercial application and are subject to the provisions of this clause:

(Will be indicated in the solicitation or contract)

(c) Subject to the conditions and limitations set forth below, the Government will purchase from the Contractor its qualified excess contract inventory at the conclusion of the Contractor's performance under this contract:

(1) The quantity of qualified excess inventory of an item shall not exceed the Government's Annual Estimated Quantity (AEQ) for that item, unless a demand history for the item has been established as a result of orders placed under the contract, and that demand history establishes a forecasted demand which differs from the AEQ for the item. In the latter instance, the quantity of qualified excess inventory shall be the difference between the quantity forecasted and the quantity ordered.

(2) If the Government has failed to satisfy any specified guaranteed dollar minimum prior to the expiration of the contract, at his or her option, the Contracting Officer will select those items from the contractor's qualified excess inventory for which the contract unit price will be paid to satisfy the guarantee. Any qualified excess contract inventory remaining after satisfaction of the guarantee will be priced in accordance with subparagraph (c)(3) below.

(3) The price to be paid for the qualified excess inventory over and above any guaranteed minimum shall not exceed _____ % of the contract unit price(s) applicable to the items comprising the excess inventory. For purposes of this calculation, the contract unit price will be the lowest unit price applicable to the item for the year of its purchase or manufacture by the Contractor.

(4) Contractor requests for the Government's purchase of qualified excess inventory shall be made no later than thirty (30) days after the Contractor has completed performance under the contract. Requests must be accompanied by documentation which identifies the contract line item, the date of purchase or manufacture by the Contractor, and the existence of the item in the Contractor's Inventory on the final date of the contract period.

(5) The Government's purchase of the Contractor's qualified excess inventory shall be accomplished by a delivery order to which all of the terms and conditions of the contract shall apply. This delivery order shall constitute full accord and satisfaction of the Government's obligation to order supplies under the contract.

(6) In relation to the provisions of this clause, only disagreements concerning the quantity of qualified excess inventory subject to purchase by the Government shall constitute a dispute under "Disputes" clause of the contract.

(a) Anti-Stain (fungicidal type) treatment required for control of sapstain and mold producing fungi and bacteria. Solution to be water based with the composition, concentration, and application as specified by the chemical supplier. The solution shall not appreciably change the color of the wood to which it is applied. Chemicals used in the treating solution must be environmentally acceptable to the country of destination and mercury-free.

(b) The above statement applies only if material is supplied with a moisture content greater than 19%. Moisture content of 19% or less shall be indicated on the gradestamp, i.e., S-DRY, KD 19.

SHIPMENTS TO GOVERNMENT PACKING FACILITIES
(JUN 1997) DISC 52.247-9I29

I160

(a) Instructions to Contractor.

Packaging requirements and ship-to-addresses reflected in the schedule for the individual CLIN(s) listed below are not applicable to this award. In lieu thereof material will be prepared for delivery in accordance with commercial practice and forwarded to the government packing facility cited below. [NOTE: Government Packing Facilities will use foam-in-place packaging for vitreous china.] As a minimum each item and/or unit container shall be marked with the contract number, unit of issue and NSN (or CAGE Code and part number if NSN is not specified).

☐ SW0700, Transportation Officer, Defense Depot, Columbus, Ohio 43216-5000 (FOR PACKAGING/ MARKING) CLIN(s) _____.

☐ SW3400, Transportation Officer, Defense Depot Ogden, Utah 84407-5000 (FOR PACKAGING/ MARKING) CLIN(s) _____.

☐ W25G1U, Transportation Officer, New Cumberland Army Depot, New Cumberland, Pennsylvania 17070 (FOR PACKAGING/MARKING - STORAGE ONLY) CLIN(s) _____.

☐ OTHER (STORAGE ONLY) _____ CLIN(s) _____.

(b) Instructions to Government Packing Facility Only:

Shipments will be prepared for delivery (PP&M) in accordance with requirements shown with the individual CLINs on the item sheet. (NOTE: When Standard Commercial Packaging is reflected under the CLIN in the schedule, only MIL-STD-129 marking is required.) Supplies will be transshipped or placed in storage as indicated below. The ship-to-addresses of the ultimate consignee(s) and appropriate markings are reflected under the applicable CLIN in the schedule.

CLIN(s)

TRANSSHIPMENT

STORAGE

(Will be indicated in the solicitation/contract/purchase order)

COMMERCIAL MANUALS
(JUN 1996) DISC 52.227-9I06

I161

CAUTION: Do not submit sample commercial manuals with your offer. Such samples will not be evaluated prior to award.

(a) Sample Commercial Manual(s)

(1) Submission of Samples

(i) Unless the requirement for submission of sample commercial manuals is waived under paragraph (a) (2) below, the Contractor, at no cost to the Government, shall submit five (5) sample copies of his commercial manual not later than 60 days prior to the initial scheduled delivery of equipment under this contract to the address below for review and approval:

Defense Industrial Supply Center
ATTN: DISC-_____
700 Robbins Avenue
Philadelphia., PA 19111-5096

Manuals are to be prepared in accordance with requirements of paragraph (c) below. Sample manuals may be sent regular mail. The Contracting Officer (CO) will notify the Contractor of the acceptance of, or the required corrections to, the sample commercial manual within 35 days after date of receipt at DISC.

(ii) In the event corrections are required, the CO will furnish a notice of required corrections. The Contractor shall submit five (5) copies of the corrected commercial manual for approval within the period specified in the notice of required corrections, but this period shall not be less than 10 working days after receipt of notice. When the commercial manual can be corrected by addition of supplemental sheets, the Contractor will be so advised. To facilitate preparation of an acceptable commercial manual, the Contractor may communicate directly with the Technical Representative (DISC-_____), telephone number (215) 697-_____, to secure assistance on problems relating to the manual.

(2) Waiver of Samples

(i) The Government reserves the right to waive the requirement for submission of sample commercial manuals to those Offerors offering manuals which have been previously furnished by the Offeror and accepted by the Government. Offerors offering previously approved manuals should furnish with the offer evidence of prior Government acceptance by completing the following:

PRIOR GOVERNMENT ACCEPTANCE

GOVERNMENT AGENCY _____

SPECIAL CONTRACT REQUIREMENTS _____

PREVIOUS COMMERCIAL MANUAL CONTROL NO. _____

DATE _____

CONTRACT NO. _____

MODEL NO. _____

NATIONAL STOCK NO. _____

Manual [] HAS, [] HAS NOT been revised since the manuals last approval.

Equipment [] HAS, [] HAS NOT been altered, changed, modified or redesigned since last manual approval.

NOTE: IF THE EQUIPMENT OR MANUAL HAS BEEN CHANGED SINCE LAST MANUAL APPROVAL OR GOVERNMENT PROCUREMENT, THEN SAMPLE MANUAL SUBMISSION IS REQUIRED.

(ii) The Contractor shall also furnish to DISC-_____ with his request for waiver, five (5) copies of any changes to the previously approved commercial manual.

(iii) If the Contracting Officer determines that a waiver is appropriate, the offered price will be reduced by the value of the number of manuals required on the Commercial Manual Distribution Form attached and evaluated on that basis.

(b) Commercial Manual Control Number

The CO will furnish the Contractor with the notice of approval of the manual and the control number assigned to the commercial manual. The assigned commercial manual control number shall be imprinted on the front cover of each copy of the approved manual to be furnished by the Contractor. The assigned number shall be permanently

imprinted in characters at least one-fourth inch in height, one-half inch from the cover top allowing a one inch right margin.

(c) Requirement For Commercial Manuals

(1) Commercial manual shall be prepared in accordance with military specification MIL-M-7298D, as amended 1 FEB 88 (supplemental data requirements of paragraphs 3.3.1; 3.3.3.a, d, e, p; 3.3.5; 3.3.8; 3.3.9; 3.3.11; 3.3.12; 3.3.12.1,2,3,5 and 6.e. apply), and any additional instructions indicated by this clause. The instructions portions of the manual shall be in language easily understood by personnel responsible for the installation, operation, maintenance, and repair of the end item. Subjects difficult to narrate shall be clarified by the use of illustrations.

(2) The Contractor's attention is called to the requirements set forth in part 3.3.12, cross reference listings for illustrated parts breakdowns, of MIL-M-7298D, as amended 1 FEB 88, and in particular, the requirement for the original equipment manufacturer/true vendor part numbers. A complete list of the names and addresses of the original equipment manufacturer/true vendor, cross referenced to the part numbers, is required.

(3) The Contractor shall overpack with the manual and supplemental data that has been furnished by the Government. The commercial manual shall be bound in a single protective cover. The manual(s) being furnished with the equipment shall be packaged in accordance with MIL-P-116J, 8 APR 88 and Amend 1, 29 Sep 89, Method III.

(d) Manual Distribution

(1) The Contractor shall furnish with each end item two (2) copies of the approved commercial manual prepared in accordance with paragraph (c) above and identified with the requirements of paragraph (b) above.

(2) Unless submission of the sample manuals is waived, the Contractor shall furnish, on or before initial shipment of production items, copies of the approved commercial manual specified herein to the addresses checked on attached Commercial Manual Distribution Form in the quantity indicated.

(3) If approval of the manual has not been obtained by the time the end item is ready for shipment, the Contractor shall request permission from the Contracting Officer to pack a copy of his proposed manual for shipment with each unit. Upon receipt of approval of manual, the Contractor will forward one copy of such approved manual to the ultimate consignee of the end item. Shipping address for approved manual will be furnished by Defense Contract Administration Services or the Contracting Officer.

(e) Option for additional Commercial Manuals

(1) The Government may order by written notice any time after award, but not later than 30 days before final schedule delivery of end items, additional copies of such manuals, f.o.b. origin, in the quantities and at the unit price set below:

QUANTITY

UNIT PRICE

(2) Failure of an Offeror to quote a unit price for the option quantities of manuals will be considered an offer to furnish the option quantities at the unit price for the basic quantity of such manuals.

(3) Delivery of additional copies of manuals ordered shall be not later than 60 days after written notice, unless the parties otherwise agree.

(4) The Offeror may, without affecting the responsiveness of his offer, refuse to give the Government the right to purchase additional commercial manuals, provided that such refusal is set forth in his offer.

COMMERCIAL MANUALS FOR NAVAL SHIPBOARD USE ITEMS
(JUN 1996) DISC 52.227-9107

1162

CAUTION: Do not submit sample commercial manuals with your offer. Such sample will not be evaluated prior to award.

(a) Sample Commercial Manual(s)

(1) Submission of Samples

(i) Unless the requirement for submission of sample commercial manuals is waived under paragraph (a) (2) below, the Contractor, at no cost to the Government, shall submit five (5) sample copies of his commercial manual, not later than 90 days prior to the initial scheduled delivery of equipment under this contract, to the address below for review and approval:

Defense Industrial Supply Center
ATTN: DISC-_____
700 Robbins Ave.
Philadelphia., PA 19111 - 5096

Manuals are to be prepared in accordance with requirements of the attached DD Form 1423. Sample manuals may be sent via regular mail. The Contracting Officer (CO) will notify the Contractor of the acceptance of, or the required corrections to, the sample commercial manual within 60 days after date of receipt at DISC.

(ii) In the event corrections are required, the CO will furnish a notice of required corrections. The Contractor shall submit five (5) copies of the corrected commercial manual for approval within the period specified in the notice of required corrections, but this period shall not be less than 10 working days after the receipt of notice. When the commercial manual can be corrected by the addition of supplemental sheets, the Contractor will be so advised. The CO will furnish the Contractor with the notice of approval of the manual and the numbers assigned to the commercial manual. To facilitate preparation of an acceptable commercial manual, the Contractor may communicate directly with the Technical Representative (DISC-_____), telephone number (215) 697- _____, to secure assistance on problems relating to the manual.

(2) Waiver of Samples

(i) The Government reserves the right to waive the requirement for submission of sample commercial manuals to those Offerors offering manuals which have been previously furnished by the Offeror and accepted by the Government. Offerors offering previously approved manuals should furnish with the offer evidence of prior Government acceptance by completing the following:

PRIOR GOVERNMENT ACCEPTANCE

GOVERNMENT AGENCY _____

SPECIAL CONTRACT REQUIREMENTS _____

PREVIOUS COMMERCIAL MANUAL CONTROL NO. _____

DATE _____

CONTRACT NO. _____

MODEL NO. _____

NATIONAL STOCK NO. _____

Manual [] HAS, [] HAS NOT been revised since the manuals last approval.

Equipment [] HAS, [] HAS NOT been altered, changed, modified or redesigned since last manual approval.

NOTE: IF THE EQUIPMENT OR MANUAL HAS BEEN CHANGED SINCE LAST MANUAL APPROVAL OR GOVERNMENT PROCUREMENT, THEN SAMPLE MANUAL SUBMISSION IS REQUIRED.

(ii) The Contractor shall also furnish to DISC- _____ with his request for waiver, five (5) copies of any changes to the previously approved commercial manual.

(iii) If the Contracting Officer determines that a waiver is appropriate, the offered price will be reduced by the value of the number of manuals required on the Commercial Manual Distribution Manual form and evaluated on that basis.

(b) Manual Distribution

(1) The contractor shall furnish with each end item two (2) copies of the approved commercial manual prepared in accordance with the attached DD Form 1423.

(2) Unless submission of the sample manuals is waived, the Contractor shall furnish, on or before initial shipment of production items, copies of the approved commercial manual specified herein to the addresses checked on the attached Commercial Manual Distribution Form in the quantity indicated.

(3) If approval of the manual has not been obtained by the time the end item is ready for shipment, the Contractor shall request permission from the Contracting Officer to pack a copy of his proposed manual for shipment with each unit. Upon receipt of approval of manual,, the Contractor will forward one copy of such approved manual to the ultimate consignee of the end item. Shipping address for approved manual will be furnished by Defense Contract Management Area Command or the Contracting Officer.

(c) Option for Additional Commercials Manuals

(1) The Government may order by written notice any time after award, but not later than 30 days before final scheduled delivery of end items, additional copies of such manuals, f.o.b. origin, in the quantities and at the unit price set below:

QUANTITY

UNIT PRICE

(2) Failure of an Offeror to quote unit price for the option quantities of manuals will be considered an offer to furnish the option quantities at the unit price for the basic quantity of such manuals.

(3) Delivery of additional copies of manuals ordered shall be not later than 60 days after written notice, unless the parties otherwise agree.

(4) The Offeror may, without affecting the responsiveness of his offer, refuse to give the Government the right to purchases additional commercial manuals, provided that such refusal is set forth in this offer.

DATA NAME PLATES
(JUN 1996) DISC 52.211-9I03

1163

(a) MIL-STD-130G, 11 Oct 88, is applicable with the exception of paragraphs 4.1, 4.3, 4.4, 4.9 and 4.11. Data name plates shall be made of minimum 20 gauge corrosion-resisting metal and attached to each item by rivets, screws, or welding in such a manner as to meet the applicable National Sanitation Foundation sanitary requirements for this equipment. The plate shall contain the following information stamped, engraved or applied by photosensitive means.

National Stock Number

Procurement Instrument Identification Number

Specification Data

Manufacturer's Name, Address, Phone Number

Supplier's Name, Address, Phone Number

Manufacturer's Model Number

DIC Approved Manual Number

(b) Each plate shall be placed so that it is readily visible to the operator during normal operating use. Each plate shall be placed in a manner as to not adversely affect the life and utility of the item.

CORRECTION OF DAMAGED OR NONCONFORMING HAZARDOUS MATERIAL
(JUL 1996) DISC 52.246-9116

I164

(a) If supplies to be delivered under this contract are considered hazardous as defined by FED-STD-313 (latest revision) or by the Government's technical representative the following applies:

(1) Notwithstanding inspection at origin, the Inspection of Supplies Clause, or any other provision of this contract, the Government shall have the option to accept at destination supplies damaged in transit and/or nonconforming to the packaging, packing and marking (PP&M) requirements, and by contract or otherwise and without advance notification to the Contractor:

(A) Correct such damage and/or nonconformity involving hazardous material; and

(B) Remove hazardous material spills and/or leakage resulting from damage in transit and/or nonconforming PP&M. The Contractor shall be liable for all costs related to such correction and removal.

(b) The rights and remedies provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of this contract/purchase order.

EDGE NUMBERING OF AERIAL FILM
(JUL 1996) DISC 52.211-9104

I166

(a) All 70 MM film including 15 ft. length cassettes shall be consecutively numbered at not more than 4 inch intervals. Edge numbers shall be in ascending order. Numbers may be on either edge of the film but within .075 inch of edge. All other widths and lengths shall be consecutively numbered at six inch intervals, except that if numbering at six inch intervals is not practicable, Contractor may use his standard numbering system, provided numbers are not more than 12 inches apart. Numbers may be on either edge, must be within .075 inch of edge and in consecutive, ascending order. It is not necessary to have the numbering of each roll start with the number one, but no number should be duplicated in any roll.

(b) The above is not applicable to duplicating film.

AGENCY PROTEST
(SEP 1996) DLAD 52.233-9000

I171

Companies protesting this procurement may file a protest

(1) with the Contracting Officer, or

(2) with the General Accounting Office, or

(3) pursuant to Executive Order 12979, with the activity for a decision at a level above the Contracting Officer. Protests filed with the activity should be addressed to the Contracting Officer, but should clearly state that they are an "Agency Level Protest under Executive Order 12979." The Contracting Officer will forward the protest to the appropriate official for decision. (This process allows for a higher level decision on the initial protest; it is not a review

of a Contracting Officer's decision on a protest filed with the Contracting Officer.) Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the Contracting Officer.

DLA MENTORING AGREEMENTS (MBA) PROGRAM
(MAY 1996) DLAD 52.219-9002

1176

The Government will comparatively evaluate the offeror's response for current or proposed participation in the DLA MBA Program whereby Small Businesses, Small Disadvantaged Businesses, Women-Owned Small Businesses, are afforded the opportunity, through the assistance of the prime contractor, to participate in the DLA procurement process. The offeror may also propose to mentor a Javits-Wagner-O'Day qualified nonprofit agency. The responses from offerors on the MBA Program will be evaluated on a comparative basis among all offerors rather than establishing an acceptable standard. The offeror who indicates the most comprehensive plan for tutoring a protégé will receive the highest rating for this evaluation factor. This evaluation will assess the offeror's willingness to assist such entities in receiving better market shares under long term contracts.

RESTRICTIONS ON USE OF OTO MELARA-LICENSED TECHNICAL DATA
(JUN 1986) DISC 52.227-9109

1183

(a) Technical data available to the Government describing the supplies herein is proprietary to OTO Melara, S.P.A., La Spezia, Italy (hereinafter referred to as OTO). OTO has licensed the Government to use this data for the acquisition of repair parts for the U.S. Government, which parts must be manufactured by U.S. domestic concerns.

(b) Bidders/offerors who receive technical data from the Government under this Clause must obtain the supplies from a U.S. domestic manufacturer and must further obtain from all its subcontractors to whom the data must be disclosed, at any tier, a similar non-disclosure agreement requiring return of the data upon completion of the contractor, in the case of unsuccessful bidders/offerors, the award of the contract. The prime contractor shall incorporate these provisions in any resulting orders and shall furnish a copy of all executed subcontractor agreements of non-disclosure to the Contracting Officer upon their receipt. In no case may the prime contractor or any subcontractor release any technical data obtained under this clause prior to receipt of the required agreement of non-disclosure from the next tier subcontractor.

(c) Bidders/offerors/contractors hereunder are prohibited from i) reproducing, in whole or in part, technical data supplied under this Clause; ii) incorporating any information contained in such data into other documentation; or iii) otherwise utilizing such data except for responding to this solicitation or performing any resultant contract. Each bidder/offeror/contractor will include the FAR authorized limited rights legend, identifying OTO Melara as the owner of the technical data delivered by such bidder/offeror/contractor to any third parties and incorporated, in whole or in part, in response to this solicitation or as part of the performance of any resultant contract.

(d) Upon award of the contract, each unsuccessful bidder/offeror shall return within ten (10) days all technical data supplied it under this Clause to the Government office from which it was obtained. With ten (10) days after completion of any resultant contract, the prime contractor will return to the same Government office all technical data supplied to it under this Clause. Technical data supplied under this Clause includes any technical data supplied by it to any subcontractor, at any tier.

(e) Failure of a bidder/offeror/contractor to return all technical data supplied under this Clause within ten (10) days will be grounds for the Government to seek damages and such other administrative remedies or penalties deemed appropriate. Nothing herein will prevent the owner of the data (OTO), as the real party in interest, from seeking whatever damages or equitable relief to which it may be entitled.

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

NOTICE - KENTUCKY SALES AND USE TAX EXEMPTION
(DEC 1984) DLAD 52.229-9000

K006

Contracts awarded under this solicitation are exempt from the Kentucky Sales and Use Tax per Kentucky tax exemption FG-PA-101. No amounts for this tax should be included in bids/offers.

F.O.B. ORIGIN - F.O.B. PORT(S) OF LOADING (DESTINATION)
(SEP 1990) DISC 52.247-9109

K021

(THIS CLAUSE IS APPLICABLE IN CONJUNCTION WITH CLAUSE K022, "EVALUATION OF EXPORT OFFERS (FEB 1995) - ALTERNATE I (FEB 1995)".)

(a) SUBMISSION OF BIDS (OR PROPOSALS)

(1) Bids (or proposals) may be submitted on any or all of the following basis:

(i) F.O.B. Origin, Transportation under Government Bill of Lading (OFFER A.) In paragraph (d) of Clause K022, "Evaluation of Export Offers (FEB 1995) - Alternate I (FEB 1995)," the Government has designated ports of loading for evaluation of offers. However, in accordance with paragraph (e) of that clause, but subject to the provisions and limitations thereof, the Offeror may nominate additional U.S. Ports of Loading for consideration by the Government. Whether or not the Offeror has nominated additional U.S. Port(s) of Loading, its offer on the basis of delivery F.O.B. Origin, Transportation under Government Bill of Lading shall be entered in the Schedule under the heading, "OFFER A," and the Offeror shall indicate the basis of its offer in paragraph (f) of the above mentioned Clause K022.

(ii) F.O.B. Port(s) of Loading (Destination) (OFFER B.) The port(s) of loading listed by the Government in paragraph (d) of Clause K022, "Evaluation of Export Offers (FEB 1995) - Alternate I (FEB 1995)," will be used to evaluate offers submitted on the basis of delivery F.O.B. Port(s) of Loading (Destination). If the offer is based on delivery F.O.B. Port of Loading to one or more of the ports listed by the Government in paragraph (d) of that clause, the Offeror shall list the port or ports in paragraph (c) of that clause. However, in accordance with, and subject to the provisions and limitations of paragraph (e) of that clause, the Offeror may nominate additional U.S. Port(s) of Loading for consideration by the Government. The nominated additional ports shall be listed in paragraph (e). Whether the offer is based on delivery f.o.b. port of loading to one or more ports designated by the Government in paragraph (d) of the above-mentioned clause, or is based on delivery F.O.B. Port of Loading to one or more additional port(s) of loading nominated by the Offeror in paragraph (e) thereof, the Offeror shall enter its price in the Schedule under the heading, "OFFER B," and shall indicate the basis of its offer in paragraph (f) of the above-mentioned Clause K022.

(2) If the Offeror designates and/or nominates more than one U.S. Port of Loading for evaluation of its offer, but intends a separate or different price applicable to each port of loading, the Offeror shall identify in its offer the price(s) applicable to each item, quantity, and port of loading. Absent such identification, the same price(s) shall apply for each item and quantity for all port(s) of loading designated or nominated.

(b) F.O.B. PORT OF LOADING - TERMS OF DELIVERY

The terms of delivery F.O.B. Destination shall apply to bids (offers) F.O.B. Port of Loading and for this purpose the port of loading shall be considered to be the destination.

(THIS CLAUSE IS APPLICABLE IN CONJUNCTION WITH CLAUSE K024, "EVALUATION OF EXPORT OFFERS (FEB 1995) ALTERNATE I (FEB 1995) AND ALTERNATE III (APR 1984).")

(a) SUBMISSION OF OFFERS

(1) The Port(s) of Loading listed by the Government in paragraph (d) of Clause K024, "Evaluation of Export Offers (FEB 1995) Alternate I (FEB 1995) and Alternate III (APR 1984)," will be used to evaluate offers submitted on the basis of delivery F.O.B. Port(s) of Loading (Destination). If the offer is based on delivery F.O.B. Port of Loading to one or more of the ports listed by the Government in paragraph (d) of the clause, the Offeror shall list such port or ports in paragraph (c) thereof. However, in accordance with, and subject to the provisions and limitations of paragraph (e) of the clause, the Offeror may nominate additional U.S. Port(s) of Loading for consideration by the Government. In either or both event(s), the Offeror shall indicate the basis of its offer in paragraph (f) of the above-mentioned clause.

(2) If the Offeror designates and/or nominates more than one U.S. Port of Loading for evaluation of its offer, but intends a separate or different price applicable to each port of loading, the Offeror shall identify in its offer the price(s) applicable to each item, quantity, and port of loading. Absent such identification, the same price(s) shall apply for each item and quantity for all port(s) of loading designated or nominated.

(b) F.O.B. PORT OF LOADING - TERMS OF DELIVERY

The terms of delivery F.O.B. Destination shall apply to bids (offers) F.O.B. Port of Loading, and for this purpose the port of loading shall be considered to be the destination.

(a) If the supplies offered will originate from within a foreign country and the solicitation indicates that the destination for the supplies is outside the United States, its possessions or Puerto Rico, then, in addition to, or in lieu of any other basis for delivery upon which offers are solicited, the Offeror may submit an offer on the basis of delivery F.O.B. Origin at the port(s) listed below. The listed port(s) is/are the "Overseas Port(s) of Discharge" which, as stated elsewhere in this solicitation, the Government will use for evaluation of offers:

Item No.

Port(s) of Discharge

(Will be indicated in the solicitation)

(b) Prices submitted in accordance with (a) above for delivery F.O.B. Origin at the listed overseas Port(s) of Discharge may be inserted in the Schedule under "OFFER C," or may be included by separate attachment to the offer.

With respect to each such offer, the following applies:

(1) The price offered must be a delivered price to the F.O.B. Origin point, must be stated in terms of United States currency, and must include all applicable duties and customs charges.

(2) It shall be the responsibility of the Contractor to provide all necessary facilities and assistance for the performance of the required Government inspection at F.O.B. Origin point.

(3) The Contractor's responsibilities from the origin point shall be as defined in the "F.O.B." provision of the contract.

SURPLUS MATERIALS - CERTIFICATION AND INFORMATION
DLAD 52.211-9000 (OCT 1996)

K031

(To be completed by offeror when surplus supplies are offered)

(a) With respect to the surplus supplies being offered, the offeror shall furnish the following information:

(1) The supplies are new, unused, and were manufactured by:

(Insert Name and Address)

(2) The supplies were purchased by the offeror from the Government selling agency or other source identified below. If the supplies were purchased from the Government by a source other than the offeror, identify that source. (If complete information is not available, attach an explanation as to when, where and how the property was acquired.)

SELLING AGENCY
(OR SOURCE)

CONTRACT DATE
(MONTH, YEAR)

CONTRACT NO.
(IF AVAILABLE)

(To Be Supplied With The Offer By The Offeror)

(3) The supplies (i) [] have [] have not been altered, modified or refurbished; (ii) [] have [] have not been 100% inspected for correct part number and for absence of corrosion or any defects; (iii) and [] do [] do not contain cure dated components.

(4) The supplies [] will [] will not be reconditioned, refurbished or altered. If the supplies contain cure dated components, identify components to be replaced and the applicable rebuild standard. If the supplies are to be reconditioned or altered, attach complete description of the work to be done.

(b) For items identified by manufacturer's code and part number, furnish the following information:

(1) Identify the applicable specifications/drawings in possession of the offeror:

SPEC./DRAWING NO.

REVISION (IF ANY)

DATE

(To Be Supplied With The Offer By The Offeror)

(NOTE: The offeror is responsible for furnishing supplies conforming to the requirements of the purchase description, even though the applicable specifications/drawings are not available.)

(2) The offeror [] has [] does not have the supplies. If the offeror does not have the supplies, attach an explanation as to how the offered quantities will be secured, their present location, the basis for the information provided in paragraph (a)(1) above, and where a preaward survey of the supplies may be performed.

(3) If items have data plates attached, furnish copy of information contained thereon.

(4) If the items are marked with serial/part numbers, indicate these numbers: [].

If the items are not marked with serial/part number, the offeror must be able to identify the items by manufacturer's drawings or other data acceptable to the Government inspector.

(5) The offered item(s) [] have [] have not been previously packaged and [] are [] are not in their original package. If the original package is being used, state here all markings and data including contract number, cited on the package.

(c) The offeror agrees that in the event of award and notwithstanding the provisions of this solicitation, inspection and acceptance of the surplus supplies will be performed at origin or destination subject to all applicable provisions for origin or destination inspection.

(d) Failure to provide the information requested by this clause may require rejection of the offer for failure to meet the requirements of the solicitation.

COST ACCOUNTING STANDARDS - APPLICABLE CLAUSES
(JAN 1993) DISC 52.230-9I02

K036

(a) Contingent upon the Offeror's certifications under clause K035, "Cost Accounting Standards Notices and Certification (National Defense)," FAR 52.230-1, and the application, if any, of the Cost Accounting Standards Board (CASB) standards and regulations (4 CFR 3331 et. seq.), one or more of the following clauses may apply to any contract resulting from this solicitation:

(1) FAR 52.230-2, "Cost Accounting Standards."

(2) FAR 52.230-3, "Disclosure and Consistency of Cost Accounting Practices."

(3) FAR 52.230-4, "Consistency in Cost Accounting Practices."

(4) FAR 52.230-6, "Administration of Cost Accounting Standards."

(b) The applicable clause(s), if any, will be set forth in Section G of the contract award.

PLACE OF PERFORMANCE GOVERNMENT INSPECTION
ACCEPTANCE AND SHIPPING POINT (JUN 1980) DISC 52.246-9I09

K039

(a) Place of Performance:

[] (1) Items will be manufactured at the following locations:

ITEM NO.

PLANT NAME AND ADDRESS

(To Be Supplied With The Offer By The Offeror)

[] (2) Items will be furnished from stock. Manufacturer (not dealer) is as follows:

ITEM NO.

NAME AND ADDRESS OF MANUFACTURER

(To Be Supplied With The Offer By The Offeror)

(b) Place of Packaging, Packing and Marking:

[] (1) Same as shown in a(1) above.

☐ (2) As shown below:

<u>ITEM NO.</u>	<u>NAME AND ADDRESS OF PACKAGING PLANT</u>
-----------------	--

(To Be Supplied With The Offer By The Offeror)

(c) Place of Government Inspection:

(To Be Supplied With The Offer By The Offeror)

☐ (1) Material inspection, except as may be indicated in c(2), will be made at the following locations:

<u>ITEM NO.</u>	<u>PLANT NAME AND ADDRESS</u>	<u>GOVERNMENT INSPECTION OFFICE</u>
-----------------	-------------------------------	-------------------------------------

(To Be Supplied With The Offer By The Offeror)

☐ (2) Packaging, Packing and Marking inspection (if other than c(1) above) will be made at the following location:

<u>ITEM NO.</u>	<u>PLANT NAME AND ADDRESS</u>	<u>GOVERNMENT INSPECTION OFFICE</u>
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(To Be Supplied With The Offer By The Offeror)

☐ (3) At destination

(d) Place of Acceptance:

☐ (1) At the plant shown and by the Government Inspection Office shown in c(1) above.

☐ (2) At the plant shown and by the Government Inspection Office shown in c(2) above.

☐ (3) At destination by the receiving authority.

(e) APPLICABLE TO F.O.B. ORIGIN SHIPMENTS ON GOVERNMENT BILL OF LADING AWARDS ONLY.

Shipment will be made from the contractor's or subcontractor plant(s) identified below. These shipping points were used in the evaluation of contractor's F.O.B. Origin offer. If the contractor ships from a place other than as identified herein, any increase in transportation costs shall be borne by the contractor and any savings shall revert to the Government.

☐ (1) Same as shown in a(1) above.

☐ (2) As shown below:

<u>ITEM NO.</u>	<u>NAME AND ADDRESS OF SHIPPING POINT</u>
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(To Be Supplied With The Offer By The Offeror)

(f) The performance of any of the work contracted for in any place other than that named above is prohibited unless approved in writing in advance by the Contracting Officer.

MANUFACTURER'S IDENTIFICATION SYMBOL LISTING REQUIREMENT
(JUL 1992) DISC 52.246-9110

K065

(a) Definitions:

(1) Manufacturer, as used in this clause, means the actual source which substantially makes the supplies, either by hand or machinery, out of the raw materials.

(2) Manufacturer's Identification Symbol, as used in this clause, means a unique design normally applied to fasteners during the manufacturing process and used to distinguish such a product from similar products of other manufacturers.

(b) This solicitation identifies supplies to which a manufacturer's identification symbol listing requirement applies. Accordingly, the Contracting Officer will make awards only to those contractors who agree to provide supplies produced by a manufacturer whose identification symbol has been listed with the DISC Engineer Project Branch, Directorate of Engineering and Standardization, (DISC-EPE). Where the manufacturer's symbol has not been listed with DISC-EPE, offerors or their manufacturing sources should contact DISC-EPE at the address shown below to obtain requirements for listing and to submit the manufacturer's symbol for listing.

Defense Industrial Supply Center (DISC)
Directorate of Engineering and Standardization
Engineer Project Branch
700 Robbins Avenue
Philadelphia, PA 19111-5096
ATTN: DISC-EPE

(c) If the offeror is providing supplies from a manufacturer who has already listed its symbol with DISC-EPE, the applicable information noted below must be provided.

Manufacturer's Name, Address, Date:

(d) If the manufacturing source has not previously listed with DISC-EPE, or the listing has taken place within the 30 days immediately prior to the issue date of this solicitation, the offeror must submit a copy of the manufacturer's listing application which clearly identifies the manufacturer's name and address and include a copy of the symbol being listed.

(e) All information furnished by the offeror in connection with the listing requirement as outlined in this provision is subject to verification by DISC-EPE. If this is a sealed bid acquisition and the manufacturer whose symbol is listed is not identified either above or elsewhere in the bid, the Contracting Officer will reject the bid. For both sealed bid and negotiated acquisitions, where the offeror has identified its manufacturing source but failed to satisfy the listing requirement, the offer will be considered technically unacceptable. Unless determined to be in the government's best interests, this acquisition will not be delayed in order to provide an offeror with an opportunity to meet the listing requirement.

MATERIAL SAFETY DATA SHEETS AND HAZARD WARNING LABELS
(MAR 1992) DLAD 52.223-9000

K069

(a) (1) This clause is to be used in conjunction with FAR clause 52.223-3, Hazardous Material Identification and Material Safety Data, and DFARS clause 252.223-7001, Hazard Warning Labels. Material Safety Data Sheets (MSDSs) and Hazard Warning Labels (HWLs) shall be required to be submitted by the apparently successful Offeror prior to contract award. Notwithstanding paragraph 4 of Federal Standard (FED-STD) 313c (1 March 1988), the Contractor shall submit MSDSs and accompanying HWLs to the contracting office, rather than directly to the Defense Supply Center Richmond (DSCR). This will satisfy the FED-STD requirement on the part of the Contractor.

(2) The MSDS must cite the solicitation number and the applicable CAGE code of the manufacturer, the part number, and, where so identified, the National Stock Number (NSN).

(a) The Government reserves the right to waive the requirement for first article approval tests as to any offeror offering supplies which are identical or similar to supplies previously furnished by the offeror and accepted by the Government. If such supplies were subject to first article approval tests, a copy of the letter of approval, if available, or a citation to such letter, should be attached to the offer. Offerors proposing to furnish such identical or similar supplies shall list below the Government contracts under which said supplies were previously furnished by the offeror and accepted by the Government. Each contract listed shall be identified by contract number, date and issuing agency. The supplies previously furnished should be briefly described by name and National Stock Number (if any):

CONTRACT NO.DATE

(To Be Supplied With The Offer By The Offeror)

ISSUING AGENCYDESCRIPTION AND NSN

(To Be Supplied With The Offer By The Offeror)

(b) Offerors proposing to furnish supplies identical or similar to supplies previously offered to, and accepted by, the Government may submit alternative offers, i.e., one offer based on the inclusion of the requirement for first article approval tests and one offer based on these tests being waived. A reduced alternate offer price based upon waiver of the first article approval requirement may be stated in the space provided below, or elsewhere in the offer, or by separate attachment thereto. The alternate offer price will be used in evaluation only in the event the Government, in its discretion, determines to waive the first article approval requirement as to the offeror involved. If an offeror fails to submit an alternate offer price based on waiver of the first article approval requirement, the offer will be evaluated on the basis of the offer prices submitted.

ITEM NO.

OFFER PRICES IF FIRST ARTICLE
APPROVAL REQUIREMENT IS WAIVED

(To Be Supplied With The Offer By The Offeror)

(c) The delivery schedule for the production quantity (as shown in Section F) shall be reduced by the number of days allotted in the First Article Approval clause for the submission and approval, if the requirement for first article approval tests is waived by the Government. However, the application of such earlier delivery schedule shall not be a factor in evaluation for award.

(d) The approved first article shall serve as a manufacturing standard.

(e) The performance or other characteristics which the first article must meet, the tests to which the first article will be subjected, and the technical requirements applicable thereto are as stated and/or referenced below:

QUANTITY BREAK
(MAR 1988) DLAD 52.213-9000

K082

If a larger quantity is obtainable at no additional total price due to a minimum order quantity/value or any other reason, the offeror agrees to record below the maximum quantity of the product cited in this RFQ which can be furnished for such total price, along with the lower unit price for such increased quantity. If yet lower unit prices are available for greater quantities, offerors are requested to enter the lower unit prices and quantity ranges to which such prices will apply. The Government may elect to accept such alternate quantity quotations not exceeding \$25,000 without further solicitation or discussion:

Quantity Range

Unit Price

(To Be Cited In The Solicitation By The Offeror)

M16 LICENSE AGREEMENT REQUIREMENT
(JULY 1996) DISC 52.227-9105

K084

A license agreement between Colt Industries and the United States Government requires the items procured under this contract to be manufactured exclusively in the United States Territory. The United States Territory is defined as the fifty states, District of Columbia, and the territories, island possessions and protectorates of the United States of America. An offeror under this solicitation, by submitting an offer, certifies that if awarded a contract, all items being procured will be manufactured exclusively within the United States Territory and agrees that any failure to have the items so manufactured will be a material breach of the contract.

QUALIFIED SUPPLIERS LIST FOR MANUFACTURERS/QUALIFIED SUPPLIERS
LIST FOR DISTRIBUTORS REQUIREMENT (SEP 1996) DISC 52.209-9118

K088

(a) Only manufacturers on the Qualified Suppliers List for Manufacturer (QSLM) and distributors on the Qualified Suppliers List for Distributors (QSLD) which appear on the DISC Qualified Suppliers List (QSL) for _____ are eligible for award. A qualified manufacturer/distributor is a concern who has met the requirements for qualification and whose name and business address have been entered on the applicable QSL. QSL status must be in place prior to any award pursuant to this solicitation whether or not the name of the manufacturer/distributor is actually included on the QSL. Contractors should contact the office designated below to arrange for qualification. Unless determined to be in the Government's best interest, this acquisition will not be delayed in order to provide an Offeror an opportunity to meet the standards specified for qualification.

(b) The provisions governing qualification, and the applicable qualification criteria may be obtained by writing:

COMMANDER
Defense Industrial Supply Center
Product Services (IPU-E)
ATTN: DISC-EEP
700 Robbins Avenue
Philadelphia, PA 19111-5096

(c) The requirement of this clause for status as a QSLM/QSLD concern at the time of award is in addition to, and does not abrogate, any requirement for an Offeror to provide a Qualified Products List (QPL) item when such requirement is specified. In addition, a concern with QSLD status must furnish the product of a concern with QSLM status whether the item is governed by a QPL or not.

COMPLIANCE WITH NATIONAL SANITATION FOUNDATION (NSF)
REQUIREMENTS (DEC 1996) DISC 52.211-9123

K090

(a) Successful offeror(s) shall be required to provide evidence that the item to be furnished meets the required NSF standards cited in the item description and/or specification. Provide the following information regarding items offered:

MANUFACTURER'S NAME _____

MAKE _____

MODEL NUMBER _____

(b) Acceptable evidence shall be either certification from the NSF or an independent testing laboratory. If item is pending NSF approval, evidence of NSF approval shall be furnished by the contractor to the Contracting Officer prior to or at the time of submission of the First Article Test Report (FATR). If FATR is waived, NSF approval must be received within 90 days after contract award. (See paragraph (d)(5) below).

(c) OFFEROR CHECK ONE:

☐ Product has NSF approval. A copy of approval is attached.

☐ Product currently is being tested or will be tested by NSF for compliance with the applicable NSF standards.

☐ Results of tests for compliance with applicable NSF standards by independent testing laboratory have been approved by the Government. A copy of the Contracting Officer's approval is attached.

☐ Product currently is being tested or will be tested for compliance with applicable NSF standards by an independent testing laboratory in accordance with this clause.

☐ NSF testing has been waived due to the following: _____

(d) When the contractor elects to use an independent testing laboratory to demonstrate compliance with the applicable NSF standards the following shall apply:

(1) Satisfactory evidence of compliance shall be a test report, acceptable to the Contracting Officer, with the advice of the Army Surgeon General, from an independent testing laboratory, indicating that the item has been tested and conforms to the applicable NSF standards. The test report shall address all requirements of the NSF standards and contain all quantitative data generated as a result of the examinations and tests. These quantitative data shall show the exact measurement value regardless of whether a failure occurred and, where averages are reported, shall show the individual values as well as the averages.

(2) The Contracting Officer shall be notified of the time and location of all tests at least 10 days prior to commencement so that the Government may witness the tests if it so elects; provided however that if such testing begins before award, the contractor shall give written notice of such to the Contracting Officer not later than three days after award.

(3) The test report shall be delivered to the Contracting Officer, DISC, 700 Robbins Avenue, Philadelphia, PA 19111-5096 within 90 days after contract award if FATR is waived or prior to or at the time of required delivery of FATR. The contractor will be notified in writing of the approval or disapproval of the test report within 75 days after receipt of the report. A notice of approval shall not relieve the contractor from complying with applicable specification(s), NSF standards, and all other terms and conditions of this contract.

(4) If the test report is disapproved, the contractor may be required, at the option of the Government, to repeat any or all of the tests, and deliver another report to the Government under the terms and conditions and within the time specified by the Government. After each requirement for additional tests, the contractor shall, at no additional cost to the Government, make any required changes or modifications. All costs related to all tests to demonstrate compliance with NSF standards shall be borne by the contractor, including any and all costs for additional testing which may be required following approval of any test report.

(5) If the contractor fails to deliver any test report on time, or the Contracting Officer disapproves any test, the contractor shall be deemed to have failed to make delivery within the meaning of the Default Clause of this contract.

(6) If the Government does not act within the time specified in paragraph (3) above, the Contracting Officer shall, upon timely written request from the contractor, equitably adjust the delivery of performance dates and/or the contract price.

(7) Prior to approval of test report, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the contractor. Prior to approval of test report, the costs thereof shall not be allocable to this contract for (i) progress payments, or (ii) termination settlement if the contract is terminated for the convenience of the Government.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE - INDEFINITE DELIVERY CONTRACTS (JUL 1997) DISC 52.211-9I10

L001

Delivery orders that may be placed against the indefinite delivery contract that will result from this solicitation, will be individually assigned either a DX or DO rating certified for national defense use under the Defense Priorities and Allocations Systems (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

HAND-CARRIED OFFERS (SEP 1990) DISC 52.214-9I08

L002

Suppliers are advised that it is the responsibility of the Offeror to place the offer in the applicable IFB/RFP depository if the offer is hand-carried. Government personnel will not handle, stamp, or mark offer envelopes prior to placement of the offers in the applicable depository by the supplier. The depositories are located in the Gates Bldg. second floor/reception area.

SERVICE OF PROTEST (AUG 1996) FAR 52.233-2

L003

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

(1) Prior to Award

(i) Buyer cited on cover page of solicitation;

(ii) Or in his/her absence, the buyer's immediate supervisor (request name at receptionist desk, second floor, Gates Building);

(iii) Or in the absence of either of the above, their Commodity Business Unit Chief (request name at receptionist desk, second floor, Gates Building);

(2) After Award

(i) the Contracting Officer cited on the contract;

(ii) Or in his/her absence, the Commodity Business Unit Chief (request name at receptionist desk, 1st floor, Gates Bldg.).

(3) In the absence of those cited in paragraph 1 and 2 a representative of the Office of the Director of Acquisition Management.

(b) The copy of any protest shall be received in the office designated above within one (1) day of filing a protest with GAO.

RESPONSIBILITY OF OFFERORS
(FEB 1970) DISC 52.209-9I02

L005

(a) In considering the responsibility of any Offeror, the Government reserves the right to determine the responsibility of any Subcontractor or Supplier which the Offeror intends to utilize in the performance of any part of the work called for herein.

(b) The determination of the responsibility of a proposed Subcontractor or Supplier by the Government will be based on the same factors as are applicable in the determination of the responsibility of an Offeror.

(c) Any such determination of responsibility of a proposed Subcontractor or Supplier as required shall not be construed in any way to relieve the Contractor of the sole responsibility of performing any and all of the work called for under this contract in strict accordance with the terms and conditions of the contract.

MANUFACTURING OR PRODUCTION INFORMATION/NEGOTIATED ACQUISITIONS (FEB 1996) DLAD 52.217-9003

L007

If offers are submitted which fail to provide the actual manufacturing/production source(s) for the item(s) offered, or, if such information is provided but restricted from disclosure (by the inclusion of the FAR 52.215-12 legend or any other proprietary or confidentiality restriction) such offers may be rejected as technically unacceptable. This provision does not apply to commercial items.

NEGOTIATED SOLICITATIONS - RESPONSIVENESS
(SEP 1984) DISC 52.215-9I08

L008

In the event this is a negotiated solicitation, except as provided for under "Late Submissions, Modifications, and Withdrawals of Proposals," FAR 52.215-10, any statement contained herein that an offer may or will be rejected or considered nonresponsive may be disregarded by the Contractor.

GOVERNMENT PRODUCTION AND RESEARCH PROPERTY
(APR 1984) DISC 52.245-9I18

L009

Offers submitted based on the use of any item of Government production and research property in the Offeror's possession (or its Subcontractor's possession) under a facilities contract or other agreement independent of this solicitation must include a clear expression in this regard, must be accompanied by the written permission of the Contracting Officer having cognizance of the property authorizing its use, must list or adequately describe said property, and must be accompanied by a statement indicating the rent to be paid for the use thereof or if use is to be rent free, the evaluation factor to be applied to the price offered, which must be equal to the rent computed as provided by the facilities contract or, in the absence of a contractual rate, by the clause set forth in FAR 52.245-9 entitled "Use and Charges."

TARE INCLUDED (MAR 1966) DISC 52.232-9I01

L010

The prices stated herein are based on the gross-weight of the supplies being purchased and payment will be made on this basis. Accordingly, in computing the number of pounds of material, tare shall be included. However, the

Contractor shall not be compensated for the amount, if any, by which the tare exceeds the percent, allowed in the Specification, of the gross weight of the supplies (including tare) being purchased.

TARE EXCLUDED (MAR 1966) DISC 52.232-9I02

L011

The prices stated herein are based on the net-weight of the supplies being purchased, and payment shall be made on that basis. Accordingly in computing the number of pounds of material, tare shall not be included.

LABOR INFORMATION (FEB 1983) DISC 52.222-9I01

L012

General information regarding the requirements of the Walsh-Healey Public Contracts Act (41 U.S.C. 35-45), the Contract Work Hours Standards Act (40 U.S.C. 327-330) and the Service Contract Act of 1965 (41 U.S.C. 351-357) may be obtained from the Department of Labor, Washington, D.C. 20210, or from any regional office of that agency. Requests for information should include the solicitation number, the name and address of the issuing agency, and a description of the supplies or services.

NOTICE OF INCREMENTAL BIDDING
(MAY 1982) DISC 52.217-9I11

L013

With respect to each item, offers are solicited for a primary quantity and for each of the alternate quantities shown. Award will be made for only one of these quantities. The determination to procure the primary quantity or one of the alternate quantities under each item will be made at the time of award based upon the requirements of the Government; price advantages offered for a specified quantity other than that specified in the solicitation as a primary or an alternate quantity will be rejected as nonresponsive. Likewise, failure by an Offeror to submit an offer for the quantity finally determined to be awarded will preclude an award of that item to said Offeror.

SUBMISSION OF COST ACCOUNTING STANDARDS BOARD COST OF MONEY FACTORS (JUN 1993) DISC 52.230-9I01

L014

(a) Where an offer submitted in response to this solicitation exceeds a total price of \$500,000 and the offered price is not based on (1) established catalog or market prices of commercial items sold in substantial quantities to the general public, or (2) prices set by law or regulation, the offeror is required to submit completed form(s) CASB-CMF (Cost Accounting Standards Board-Cost of Money Factors, DISC Form 1632) or the data required by such form(s). The Offeror is also required to submit distribution percentages of Facilities Capital Employed by the categories of land, buildings and equipment. This information must be submitted as a part of the Offeror's proposal under this solicitation.

(b) Offerors who have established Forward Pricing Rate Agreement (FPRAs), with a Government Administrative Contracting Office, shall submit a statement detailing the review and approval status of the FPRA, along with the approval cost of money factors (CMF) covering the anticipated period of contract performance. This information must be submitted as a part of the Offeror's proposal under this solicitation.

AWARD OF PARTIAL SET-ASIDE PORTION
(JUL 1997) DISC 52.219-9I08

L015

Where award of any part of the set-aside portion is to be made to a Contractor to whom award of any quantity is made under this solicitation, the award of the set-aside portion will be formalized by supplemental agreement to the contract already awarded under this solicitation. If the amount of the award as increased by said supplemental agreement exceeds \$500,000 FAR clauses 52.214-27 and 52.214-28 (for sealed bid awards) or FAR clauses 52.215-23 and 52.215-25 (for negotiated awards) shall apply to the contract as amended.

PROGRESS PAYMENTS - NEGOTIATED ACQUISITIONS
(APR 1984) DISC 52.215-9I01

L016

The liquidation rate specified in the clause entitled, "Progress Payments" is the maximum rate which can be authorized, but is subject to negotiation. Actual rate negotiated will be reflected in the award.

AUTHORIZED LIMITATION (JUL 1997) DISC 52.216-9I23

L017

In order that Offerors may not over commit the capacity of their facilities, the Government will receive and consider offers which limit or restrict the acceptance of one or more items or lots offered, provided that said limitations are clearly defined and expressed. Inasmuch as this solicitation is for indefinite delivery contracts, no limitations may be expressed in terms of quantity; a limitation may be expressed only in terms of item, stock number or lot, as applicable. (For example, if a supplier makes an offer on Items 0001, 0002, and 0003, he may provide in his offer that, if awarded Items 0001 and 0002, no award may be made to him on Item 0003.) A limitation or restriction expressed in terms of quantity shall render the offer non-responsive.

CONDITIONS FOR EVALUATION AND ACCEPTANCE OF OFFERS FOR PART
NUMBERED ITEMS (MAR 1995) DLAD 52.217-9002

L018

(a) The product described by the manufacturer's name and part number or by the manufacturer's name and part number as modified by additional requirements referred to in the Procurement Identification Description (PID) of this solicitation is that product which the Government has determined to be acceptable. All Offerors must indicate below whether they are offering the exact product or an alternate product and must furnish the data required for whichever is applicable. EXACT PRODUCT means the identical product described by the manufacturer's name and part number cited in the PID, modified (if necessary) to conform to any additional requirements set forth in the PID, and manufactured by or under the direction of the manufacturer cited in the PID. Any product not meeting these criteria is considered an ALTERNATE PRODUCT even though it may be manufactured in accordance with the drawings and/or specifications of the manufacturer cited in the PID. In either case, any product offered must be either identical to or physically, mechanically, electrically and functionally interchangeable with the product cited in the PID including additional requirements referred to in the PID, if any.

Exact Product - Applicable to CLIN(s) _____

Alternate Product - Applicable to CLIN(s) _____

(b) EXACT PRODUCT. If the exact product is offered, any Offeror other than the manufacturer cited in the PID must furnish, when requested by the Contracting Officer, evidence that the product being offered is that product described by the manufacturer's name and part number specified in the PID. Such evidence may be an invoice or other correspondence from the manufacturer cited in the PID, evidence sufficient to establish the identity of the

product and its manufacturing source. In addition, if the product is manufactured FOR the manufacturer cited in the PID, evidence of approval and acceptance by the manufacturer cited in the PID must also be furnished.

(c) ALTERNATE PRODUCT. - No Data.

(1) This Agency has no data available for use in the evaluation of the acceptability of alternate products offered. If an alternate product is offered, the Offeror must furnish with its offer legible copies of all drawings, specifications, or other data necessary to clearly describe the characteristics and features of the alternate product being offered. Data submitted must cover design, materials, performance, function, interchangeability, inspection and/or testing criteria, and other characteristics of the offered product. In addition, the Offeror must furnish drawings and other data covering the design, materials, etc., of the exact product cited in the PID sufficient to enable the Government to determine that the Offeror's product is equal to the product cited in the PID.

(2) Notwithstanding the above, when the offered product is to be manufactured in accordance with the data the Offeror has obtained from elsewhere within the Government, the Offeror shall either furnish the detailed data as specified in paragraph (c)(1) with the offer, or supply a description of the data package in its possession, i.e., basic data document and revision, the date the data was obtained and from whom (Government agency/activity). If the Offeror does not furnish the detailed data with its offer, this contracting office will be unable to begin evaluation of the offered product until such time as the detailed data can be obtained from the Government agency/activity possessing the data.

(d) If the product offered has previously been furnished to the Government or otherwise previously evaluated and approved, indicate in the space provided below the contract and/or solicitation number under which the product was furnished or approved. If the product was furnished or evaluated and approved by a contracting activity different from the one issuing this solicitation, then so indicate in the space provided. However, Offerors are advised that this contracting office may not have access to records of another activity or other information sufficient to reasonably determine the offered product's acceptability. Therefore, the information requested by paragraph (c) or (e) above, whichever is applicable for the offered product, should be furnished with the offer.

CLIN No(s) _____ have been previously furnished or evaluated and
approved under contract/solicitation number _____

(e) Offers based upon items previously reverse engineered may be considered provided an adequate data package is furnished. Additionally, the Offeror must provide: traceability which establishes that the offered item represents the item is specified in the PID (i.e., invoiced from an Original Equipment Manufacturer (OEM) or submission of samples having OEM markings), number of samples that were examined, the process/logic used, and raw data (measurements, lab reports, test results) used to prepare drawings or specifications for the offered item. The Offeror should also provide any additional evidence that indicates the reverse engineered item will function properly in the end item and any evidence that life cycle/reliability considerations have been analyzed.

(f) Whether the exact or an alternate product is offered, the Offeror must insert in the space(s) provided in Section B of the Schedule (under the heading "Offer based on:") the manufacturer's name and part number being offered.

(g) Failure to furnish adequate data and/or information as prescribed in paragraph (b) (c), or (e) above (when required) within a reasonable period of time will preclude consideration of the offer. The Agency will make every reasonable effort to determine, prior to award, the acceptability of the products offered which meet the dollar savings threshold shown below, and/or which have a reasonable chance to receive an award based on price offered. Generally, the Agency will not evaluate alternate offers not meeting the dollar threshold. The savings potential is based on the cost of evaluation (\$200.00 if only a local technical evaluation is involved, or \$900.00 if the alternate offer must be forwarded to an Engineering Support Activity for evaluation). If the Agency determines that an evaluation cannot be completed before the expected contract award date due to urgent requirements for the item, the alternate offer will not be considered for the present procurement, but will still be evaluated for technical acceptability

for future procurements for the same item. For alternate offers not evaluated, the Offeror's complete technical data package will be returned.

(h) If Offerors desire to restrict the Government's use of data submitted for evaluation, the data must bear the appropriate legends as prescribed by FAR 52.215-12. In the event an award is made to an Offeror submitting data without the appropriate legend, the Government will have unlimited rights to its use as defined in DFARS 252.227-7013.

[] ALTERNATE I - ADEQUATE PROPRIETARY DATA (JAN 1992)

It has been determined that the Defense Industrial Supply Center has adequate data available for evaluation. Insert the following paragraph (c) in lieu of paragraph (c) of the basic provision:

(c) Alternate Product - Adequate Proprietary Data

The Defense Industrial Supply Center possesses adequate drawing and/or specifications for the exact product as cited in the PID, but such data are proprietary and shall be used only for evaluation purposes. If an alternate product is offered, the Offeror must furnish with its offer legible copies of all drawings, specifications or other data necessary to clearly describe the characteristics and features of the alternate product being offered. Data submitted must cover design, materials, performance, function, interchangeability, inspection and/or testing criteria and other characteristics of the offered product.

[] ALTERNATE II - INADEQUATE DATA (JAN 1992)

The Defense Industrial Supply Center has determined that it does not have adequate data available for use in the evaluation of the acceptability of alternate products offered. Insert the following paragraph (c) in lieu of paragraph (c) of the basis provision.

(c) Alternate Product - Inadequate Data

(1) The Defense Industrial Supply Center does not have adequate data available for use in the evaluation of the acceptability of alternate products offered. If an alternate product is offered, the Offeror must furnish with its offer, legible copies of all drawings, specifications, or other data necessary to clearly describe the characteristics and features of the alternate product being offered. Data submitted must cover design, materials, performance, function, interchangeability, inspection and/or testing criteria and other characteristics of the offered product. In addition, the Offeror must furnish drawings and other data covering the design, materials, etc., of the exact product cited in the PID sufficient to enable the Defense Industrial Supply Center to determine that the Offeror's product is equal to the product cited in the PID.

(2) Notwithstanding the above, when the offered product is to be manufactured in accordance with data the Offeror has obtained from the Government, the Offeror shall either furnish the detailed data as specified in paragraph (c)(1) with the offer, or supply a description of the data package in its possession; i.e., basic data document and revision, the date the data was obtained and from whom (Government agency/activity). If the Offeror does not furnish the detailed data with its offer, this contracting office will be unable to begin evaluation of the offered product until such time as the detailed data can be obtained from the Government agency/activity possessing the data.

[] ALTERNATE III - ADEQUATE CATALOG DATA (JAN 1992)

This solicitation is for the purchase of a commercial off-the-shelf item. Insert the following paragraph (c) in lieu of paragraph (c) of the basic provision.

(c) Alternate Product - Adequate Catalog Data

This is a commercial off-the-shelf item. Adequate catalog data are available at the contracting office to evaluate alternate offers. If an alternate product is offered, the Offeror must furnish with its offer a commercially acceptable cross reference list of legible copies of all drawings, specifications or other data necessary to clearly describe the characteristics and features of the alternate product being offered to enable the Defense Industrial Supply Center to determine that the Offeror's product is equal to the product cited in the PID.

EVALUATION OF NON-DOMESTIC SPECIALTY METALS IN ACCORDANCE
WITH APPLICABLE LEGISLATION (SEP 1983) DISC 52.225-9103

L019

This solicitation contains a clause "Preference for Domestic Specialty Metals," which sets forth the restrictions for providing articles to the Government containing specialty metals (as defined in the clause). These restrictions are based on legislation in effect at the time this solicitation is issued. However, Offerors are cautioned that future legislation may change the scope of the restrictions. Acceptability of offers of specialty metals melted in the United States, its possessions, or Puerto Rico, will not be affected. Offers of all other specialty metals may be affected by such future legislation, and will be evaluated in accordance with the legislation in effect at the time of award. This solicitation will not be amended solely for the purpose of notifying offerors of a change in legislation concerning the preference for domestic specialty metals.

POSTPONEMENT OF OPENING OF OFFERS
(OCT 1982) DLAD 52.214-9000

L020

If the opening of offers is postponed because emergency or unanticipated events (such as, but not limited to, flood, fire, accident, weather conditions or strikes) result in closing the designated site for opening offers, so that the conduct of openings as scheduled is impracticable, offers or modifications or withdrawal of offers received prior to the time of actual opening will be considered as timely. Offers or modifications or withdrawal of offers received after the time of actual opening of offers, when opening of offers was postponed as provided above, will not be considered except as provided in FAR 52.214.7 or FAR 52.215-10 as applicable.

BRAND NAME OR EQUAL (NEGOTIATION)

L021

(OCT 1996) DISC 52.211-9121

(As used in this clause, the term "brand name" includes identification of products by make and model.)

(a) If items called for by this Request for Proposal (RFP) have been identified in the Schedule by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Proposals offering "equal" products, including products of the brand name manufacturer other than the one described by brand name, will be considered for award if such products are clearly identified in the proposal and are determined by the Government to meet fully the salient characteristics requirements referenced in the solicitation.

(b) Unless the Offeror clearly indicates in the proposal that the offeror is offering an "equal" product, the proposal shall be considered as offering a brand name product referenced in the RFP.

(c) (1) If the Offeror proposes to furnish an "equal" product, the brand name, if any, of the product to be furnished shall be inserted in the space provided in the RFP, or such product shall be otherwise clearly identified in the proposal. The evaluation of offers and the determination as to equality of the product offered shall be the

responsibility of the Government and will be based on information furnished by the Offeror or identified in the proposal, as well as other information reasonably available to the contracting activity. CAUTION TO OFFERORS: The contracting activity is not responsible for locating or securing any information which is not identified in the proposal and reasonably available to the contracting activity. Accordingly, to insure that sufficient information is available, the Offeror must furnish as a part of the proposal all descriptive material (such as cuts, illustrations, drawings, or other information) necessary for the contracting activity to (i) determine whether the product offered meets the salient characteristics requirements of the RFP and (ii) establish exactly what the Offeror proposes to furnish and what the Government would be binding itself to acquire by making an award. The information furnished may include specific references to information previously furnished or to information otherwise available to the contracting activity.

(2) If the Offeror proposes to modify a product so as to make it conform to the requirements of the RFP, the Offeror shall (i) include in the proposal a clear description of such proposed modifications, and (ii) clearly mark any descriptive material to show the proposed modifications.

AVAILABILITY OF DRAWINGS, SPECIFICATIONS, AND STANDARDS
(AUG 1996) DISC 52.211-9I22

L022

(a) Specifications, drawings, etc., referenced in this solicitation are available as indicated below:

(1) Specifications and Standards Listed in the DoD Index of Specifications and Standards (DODISS) - Copies of specifications may be obtained by following the procedure outlined in FAR 52.211-2 included in this solicitation within Clause I001.

(2) Government Drawings, Unlimited Rights Company Drawings, or Specifications other than Federal or Military - Copies of drawings and/or specifications referenced in this solicitation may be obtained by submitting written requests to the Defense Industrial Supply Center, ATTN: Technical Data Branch, 700 Robbins Avenue, Philadelphia, PA 19111-5096, or by facsimile (215) 697-1422, or 1424 (24 hour service). Requests must cite the solicitation number and specification, drawing, etc., requested exactly as cited in the solicitation.

(3) Manufacturer's Specifications/Standards - This data is not routinely furnished by DISC and should be acquired directly from the organization responsible for its preparation, maintenance, or publication.

(4) Industry Standards - This data is not supplied by DISC. It is available from public sources. Some of the more common public sources are:

American National Standards Institute (ANSI)
1430 Broadway
New York, NY 10018

American Society for Testing Material (ASTM)
1916 Race Street
Philadelphia, PA 19103

Society of Automotive Engineers (SAE)
400 Commonwealth Drive
Warrendale, PA 15096

National Standards Association, Inc.
5161 River Road
Bethesda, MD 20816
(301) 951-1310 (Source for
National Aerospace Committee
(NAS) standards.)

(b) Further information regarding the availability of technical data can be found in the publication Technical Data Requisition Package, which is available from the Defense Industrial Supply Center, ATTN: Engineering Programs and Systems Division - Acquisition Section Customer Support, (215) 697-0420.

TRADE DISCOUNTS (JUN 1983) DLAD 52.214-9002
L024

Trade discounts offered will be considered in evaluating offers for award. Offerors who desire to do so may quote customary terms of discount for prompt payment in addition to any trade or special discount available to the Government, provided such discounts are stated separately in their offers. Unless such trade or special discounts offered are separately stated, the Offeror agrees that, when the discount offered exceeds two percent, the entire discount will be considered as a trade or special discount which will not be treated as a discount for prompt payment and will be considered in evaluating offers for award.

SUBMISSION OF PAST PERFORMANCE INFORMATION
(JUL 1995) DISC 52.215-9110

L025

(a) Item(s) Of Supply Described In This Solicitation. For each item of supply designated by a National Stock Number (NSN), in this solicitation, the Offeror shall submit with its proposal a list of all contracts/orders for the same NSN, which were completed within a period of twelve (12) calendar months immediately prior to the date specified herein for the receipt of offers. This requirement applies regardless of the dollar value of the contract/order, and shall include contracts/orders with Federal agencies, state and local government agencies and commercial customers.

(b) Contracts In Excess of \$25,000.00. In addition to the contracts/orders in (a) above, regardless of the item(s) of supply covered by the contract(s), the Offeror shall list its last five (5) completed supply contracts with Federal, state or local government agencies, and shall list its last five (5) completed supply contracts with commercial customers which, at the time of their issuance, were in excess of \$25,000.00.

(c) Information To Be Provided For Contracts/Orders. For each contract/order listed pursuant to (a) and/or (b) above, the Offeror shall include at least the following information:

(1) Name and address of the contracting government activity, or the name and address of the commercial customer.

(2) The contract/order number or other means of document identification if no contract/order number was assigned.

(3) The contract type (e.g. fixed price, fixed price with EPA, etc.).

(4) The total dollar value of the contract.

(5) A description of the item provided under the contract.

(6) The name of the Procuring Contracting Officer (PCO) and his or her telephone number, if a government contract; the name of the commercial customer official, agent or employee, and his or her telephone number, if a commercial supply contract.

(7) The name of the Administration Contracting Officer (ACO), and his or her telephone number, if a government contract; the name of the officer, official or agent or employee administering the contract, if a commercial supply contract.

(d) Contracts/Orders In Process But Past Due. In addition to the information relating to completed contract/orders required in (a) through (c) above, the Offeror shall also include a complete list of contract/orders which are in process but not completed, which have a contract delivery date which is past due, or which was extended for the convenience of the Offeror. The elements set forth in (c) above shall be cited for each of these contracts/orders as well.

(e) Problems/Mitigating Circumstances/Corrective Action. Offerors may provide information relating to specific problem(s) encountered in the performance of the contracts/orders which the Offeror has listed above, any circumstances which the Offeror deems to be mitigating circumstances or excusable causes of delay in performance,

and any corrective action taken to overcome the lateness in delivery under the contract(s)/order(s). Do not provide general information. General information will be obtained from the Offeror's listed references.

(f) Information Adverse To Offeror. In the event that the government's investigation of an Offeror's past performance reveals negative or adverse information, the Offeror will be accorded the opportunity to review such information and to provide its rebuttal or other comments with respect thereto. Any dialogue between the Offeror and the Source Selection Official or the Contracting Officer will be fact finding and will not constitute "discussions" within the meaning of FAR 15.610.

(g) Caution. An Offeror's failure to provide complete and accurate information required by this provision may result in application of the most negative rating for past performance, or the rejection of the offer on the basis of nonresponsibility. Further, Offerors are reminded of the penalties for making false statements prescribed by 18 U.S.C. 1001.

NOTICE OF PREVIOUS BUY INFORMATION MULTIPLE NSN
(MAY 1989) DISC 52.205-9101

L045

(a) The previous buy information provided in paragraph (c) below, was abstracted from available computer records. Offerors are cautioned that the prices on these previous acquisition(s) may reflect (1) the prices at which the award(s) were made, or (2) prices adjusted after award as a result of one or more modifications to the contract or order that may have been required. THE GOVERNMENT DOES NOT ASSUME ANY RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION CITED IN THE SOLICITATION.

(b) Offerors are further advised -

(1) that the accuracy of an offered price is the responsibility of the offeror; and

(2) that, if the solicitation is for more than three different NSNs, award information will only be included for the three largest NSNs in terms of estimated acquisition value.

(c) Previous buy information will be provided in the solicitation.

MASTER SOLICITATION DOCUMENT
(JUL 1997) DISC 52.214-9110 DISC

L047

(a) The DISC Master Solicitation Document as authorized by FAR 14.203-3, contains the full text of clauses, and provisions which are applicable to this solicitation/contract. Accordingly, where such clauses, and provisions are cited in this solicitation/contract they are identified only by title, or by title and brief portions of the text with the full text being incorporated by reference to the DISC Master Solicitation Document. Clauses, provisions and other documents so incorporated apply to this solicitation/contract with the same force and effect as if they were given in full text. Updates to the Master Solicitation Document will be issued periodically and will be identified by revision, number and date.

(b) Certain Quality Assurance Provisions (QAPs) which were previously included in the Master Solicitation Document are now available on the DISC Electronic Bulletin Board (EBB) and, when referenced in a solicitation/contract, are considered to be incorporated to the solicitation/contract.

(c) Copies of the DISC Master Solicitation Document are available from the DISC World Wide Web page at WWW.disc.dla.mil/ipu/acquisition/policy/index.html

(a) Delivery Orders issued under this contract normally will be communicated to the Contractor by Electronic Data Interchange (EDI), using the conventions and formats prescribed by the American National Standards Institute (ANSI) X12 standards and the Department of Defense (DoD) X12 Implementation Guideline. The DoD Guideline is available from the points of contact listed in paragraph (h) below. The Contractor is advised that the Defense Logistics Agency, will be using an Electronic Commerce Collection Point with connections to several Value Added Networks (VAN) for interchanging data with vendors in ANSI-X12 format.

(b) Equipment Requirements. The Contractor shall acquire and maintain the following minimum requirements for receiving and transmitting EDI transactions:

(1) A computer compatible with the chosen network.

(2) A mailbox with a commercial VAN which is connected to the Distribution Point.

(3) Translation and communication software which is commercially available and capable of receiving and transmitting X12 data in accordance with paragraph (a) above. The Government reserves the right to "upgrade" the X12 Guideline to allow for technological enhancements which render the then current minimum requirements inadequate to permit the required EDI transmissions.

(c) The Contractor shall be responsible for all errors or malfunctions regarding any EDI transmission,

(1) caused by the Contractor's personnel or the Contractor's equipment;

(2) caused by the Contractor's agent or representative, or the agent's or representative's personnel or equipment;

(3) caused by an error or malfunction in a VAN chosen by the Contractor or its agent or representative, and such errors or malfunctions shall not be a basis for excusable delay within the meaning of the clause of the contract entitled, "Default," unless such error or malfunction be beyond the control, and without the fault or negligence of, the Contractor, the Contractor's agent or representative or the Contractor's selected VAN. When such events occur, the Contractor shall contact the Contracting Officer within twenty-four (24) hours or the next business day of first notice of the error or malfunction to arrange for retransmission. Repeated errors or malfunctions may necessitate the termination of EDI transmissions with the Contractor, and may necessitate the termination of the contract.

(d) In the event of an error or malfunction in EDI transmission caused by a Government representative or equipment, the Contracting Officer shall immediately notify the Contractor and arrange for retransmission of the data.

(e) Both the Government and the Contractor agree that use of an "interchange address" in each EDI transmission shall be the equivalent of a written signature and shall have the same force and effect as if it were a written signature.

(f) In the event of an interruption in EDI transmission, hard copy documents shall be used for conducting those transactions which were accomplished through EDI until such time as the interruption ceases.

(g) The Contractor shall provide for adequate security of all EDI transmissions and protect any and all records and data from unauthorized or improper access and distribution.

(h) Points of Contact at the Defense Industrial Supply Center for information regarding EDI are:

(1) Mr. Richard Fitzgerald Jr., DISC-BBC, Telephone (215) 697-0147, FAX (215) 697-5496; or,

(2) Mr. Robert Starrs, DISC-BBC, Telephone (215) 697-5652, FAX (215) 697-5496.

(i) The Contractor shall list in the space provided below the name and address of the VAN that shall be used for the EDI transactions provided for under this contract. Any change in the VAN listed below must be approved by the Contracting Officer, in writing, prior to change-over.

(j) Disputes.

Any disagreement which arises in connection with the minimum requirements for EDI transmission or fault as to error or malfunction of EDI transmissions shall constitute a dispute under the "Disputes" clause of the contract.

TERMINATION OF INDEFINITE DELIVERY PURCHASE ORDER (IDPO)
CONTRACT (SEP 1995) DISC 252.213-9109

L055

(a) If paragraph (a) of DLAD 52.213-9003, "Indefinite Delivery Purchase Order (IDPO) Contract," (Clause I151), indicates that the duration of the IDPO shall be more than one year, then at any time after the first year, the Contractor may request that the IDPO be terminated at no cost or liability to either the Contractor or Government. If the Contractor desires such a termination after it receives an Order in the second or other subsequent year, it shall notify the Contracting Officer in writing, or by electronic means, no later than seven (7) days after receipt that it cannot fulfill the order, and that termination of the order and the IDPO is desired. Absent such notice the order will be a legally binding contract, and the Contractor will be expected to complete the order.

(b) Termination of any order or termination of this IDPO pursuant to this clause shall not operate to terminate or otherwise excuse the Contractor from performance on any other order(s) issued during the effective term of the IDPO (Contract).

OBSOLETE/SUPERSEDED ITEMS

L058
(NOV 1995) DISC 52.211-9102

(a) If any item in the Schedule either becomes obsolete or is superseded during the term of this contract, the Contractor shall advise the Contracting Officer thereof within fifteen (15) business days of the determination of obsolescence, or of the determination to supersede the Scheduled item. If the obsolete or superseded item is covered by a delivery order issued prior to the determination to declare that item obsolete or superseded, the notice shall be given to the Contracting Officer within five (5) business days of the date of the determination. The notice shall include complete information concerning any superseding item as it relates to the form, fit and function of the superseded item. If an item is determined to be obsolete without replacement, the notice shall include complete information concerning the availability of alternate sources, or information regarding a substitute item. As soon as practicable after receipt of such notice, the Contracting Officer will advise the Contractor of the acceptability or unacceptability of the superseding or substitute item, and the contract shall be modified accordingly.

(b) If the superseded item is replaced by an item which is competitive, that item will either be deleted from the Schedule or eliminated as an item to be purchased from the contractor's commercial catalog.

NOTICE: AUTOMATED BEST VALUE MODEL (ABVM) PROGRAM
(JUL 1997) DISC 52.215-9112

L059

(a) As part of an ongoing effort to obtain the best overall return to the Government for the expenditure of public funds, the Defense Logistics Agency (DLA) has developed the Automated Best Value Model (ABVM), an automated system which collects and analyzes Offerors' past performance history and assigns a numeric score.

Under ABVM, Contracting Officers will not necessarily award contracts to Offerors with the lowest evaluated price, but are encouraged instead to consider past performance and other factors and to exercise good judgment in awarding to firms whose offers represent the greatest value to the Government.

(b) An Offeror's past performance is an indicator of performance risk and will be scored on the basis of past performance in the same FSC as the supplies being solicited. The ABVM scores will be calculated monthly for each FSC, and all FSCs at DISC, and will remain in effect for the entire month. To determine the ABVM score, the Government will use the following performance indicators: delinquencies, length of delinquencies, order rejections (contractor caused cancellations), product nonconformances, packaging nonconformances, and laboratory tests of products furnished under DISC contracts. The delivery portion of the ABVM score will consist of all delinquencies (CLINs that have not been shipped in their entirety by the CDD), and order rejections for the twelve month period preceding the most recent 60 days. The quality portion will consist of all contractor-caused product and packaging discrepancies, and laboratory test failures for the twelve month period preceding the most recent 30 days. To allow for delays in posting data, the delivery score will exclude the most recent 60 days and the quality score will exclude the most recent 30 days. There are no grace periods in determining if a contract is delinquent.

(c) Negative performance data to be reflected in the ABVM score will be made available to Contractors through DISC's Electronic Bulletin Board (EBB). A Contractor may challenge any negative data it feels is inaccurate by submitting a challenge to the DISC ABVM Administrator. To be considered, challenges must be accompanied by evidence that substantiates the claim (e.g., bill of lading, insured or registered receipt, UPS manifest and pick-up record.) Challenges must be sent to:

Defense Industrial Supply Center
ATTN: Tim Atwell, DISC-P ABVM Administrator
700 Robbins Avenue
Philadelphia, PA 19111-5096

Phone: (215) 697-0478
FAX: (215) 697-2513

(d) ABVM scores are updated monthly. Though Contractors may challenge negative data at any time, it is to the Contractors advantage to challenge in a timely manner. Challenged data that has been investigated and validated prior to the next monthly ABVM update will be reflected in the new score. Challenges that are received before the end of the challenge period but are not resolved prior to the next monthly update will be flagged as challenged. Once the challenge is received, the ABVM score is flagged and will remain flagged until the challenge is resolved.

(1) When an ABVM score is flagged, it notifies the Contractor reviewing the EBB that its challenge has been received and is being investigated. The flag also alerts the Contracting Officer that certain data reflected in the Offeror's score is being challenged and warrants further investigation by the Contracting Officer.

(2) When a discrepancy between the Offeror's challenged data and the Government's data occurs, it becomes disputed data. The Government will make every effort to resolve the discrepancy expeditiously. However, the Government is the final authority for resolution of disputed data and its use in the source selection process, and the Contracting Officer may make an award decision despite the existence of an unresolved challenge.

(e) An ABVM score does not determine an Offeror's award eligibility, or technical acceptability, nor does it establish or dictate a responsibility or nonresponsibility determination. The ABVM score used for evaluation will be that score in effect at the time offers are evaluated. There is no minimum volume of business required for a Contractor to be scored. The Contracting Officer may consider the volume of business on which the performance score is based as a measure of confidence in the score's indication of performance risk. A Contractor with no performance history in the FSC will be given a score of 999.9, which will identify the Contractor as a new Offeror in that FSC. New Offeror status will not be grounds for disqualification for award. New Offerors may be considered more favorably than scored Offerors with a poor performance record. Also, the desirability of expanding the supplier base and possible competition enhancement in future procurements will be considered in the source selection decision when new Offerors are present.

Current or proposed MBA plans submitted by offerors shall become part of this contract upon award. Performance under the MBA plan will be evaluated by the Contracting Officer and may become a consideration prior to option exercise. MBA plan implementation may also become a part of the contractor's past performance record used in future source selection decisions. Prime contractors and their protégés shall meet semi-annually with DLA contracting office representatives to review progress under applicable MBAs.

SECTION M - EVALUATION FACTORS FOR AWARD

EVALUATION - F.O.B. ORIGIN (SEP 1990) DISC 52.247-9I05

M002

The following FAR provisions are incorporated into this solicitation with the same force and effect as if set forth in full:

FAR 52.247-46 - Shipping Point(s) Used in Evaluation of F.O.B. Origin Offers (APR 1984)

FAR 52.247-47 - Evaluation - F.O.B. Origin (APR 1984)

EVALUATION - F.O.B. ORIGIN - SPECIAL CONDITION

M004

(SEP 1990) DISC 52.247-9I07

Where supplies originating in Canada, Alaska or Hawaii are offered F.O.B. Origin outside the contiguous 48 states of the United States and the District of Columbia and the destination is within the United States excluding Alaska and Hawaii, the offer will be evaluated by adding to the F.O.B. Origin price of the item the costs for transportation of the supplies by the Government. These transportation cost will be computed so as to include:

(1) All transportation costs from the shipping point in Canada or the Port of Loading in Alaska or Hawaii, whichever is applicable, to the first point of entry into the United States, excluding Alaska and Hawaii, including all handling, loading, unloading and accessorial services costs and if ocean transportation is applicable, rates will be based on material being shipped on U.S. Flag vessels, and

(2) Costs of transportation by land methods from the first point of entry into the United States, excluding Alaska and Hawaii, to destination.

EVALUATION - RENT FREE USE OF GOVERNMENT PRODUCTION AND RESEARCH PROPERTY IN OFFEROR'S POSSESSION

M006

(SEP 1990) DISC 52.245-9I07

Where an offer is based on the rent free use of Government production and research property in the Offeror's possession under a facilities contract or other agreement independent of this solicitation, the evaluation factor, computed as stated in Section L in the clause entitled "Government Production and Research Property," shall be added in the evaluation of such offer.

EVALUATION - RENT FREE USE OF GOVERNMENT PRODUCTION AND RESEARCH PROPERTY OFFERED BY THE GOVERNMENT UNDER THIS SOLICITATION (SEP 1990) DISC 52.245-9I09

M007

Where an offer is based on the rent-free use of Government production and research property offered by the Government in Section L hereof under the clause entitled "Use Without Charge of Government Production and Research Property" (hereinafter referred to as said clause), an evaluation factor for such proposed use will be added in the evaluation of such offer. This evaluation factor shall be the product of the acquisition cost (as identified in said clause) times the rate (as identified in said clause) times the period of use in months (as identified by the Offeror in its offer, and if not so identified, to be computed as coextensive with the delivery schedule). Also, the cost of transporting the Government property from its present location (identified in said clause) to the F.O.B. point (specified by the

Offeror in its offer) and back again from said F.O.B. point to its present location will be included in the evaluation of each offer conditioned on the use without charge of said Government Property.

EVALUATION OF PAST PERFORMANCE
(JUL 1995) DISC 52.215-9111

M008

(a) The government intends to make award to the responsible offeror whose offer conforms to the requirements of the solicitation, and represents the best value to the government, taking both price and past performance into consideration.

For the purposes of this solicitation, *(only one of the following will be indicated in the solicitation)*:

- price and past performance will be considered on an equal basis.
- price will be considered to be more important than past performance
- past performance will be considered to be more important than price

(b) Past Performance will be evaluated based on the following considerations, with (1) and (2) being of equal importance, but more important than (3):

(1) Quality of Product - compliance with contract requirements, technical excellence.

(2) Timeliness of Performance

(3) Business Relations - effective management, effective small/SDB subcontracting program, reasonable, cooperative behavior, flexible, business-like concern for government's interests, customer satisfaction.

(c) The past performance information furnished by the offeror in accordance with Section L of this solicitation will receive consideration in varying degrees based on the similarity of this acquisition, and the similarity of the contract types of the contracts/orders listed by the offeror to the type of contract contemplated by this solicitation. Contract information furnished by the offeror will be evaluated in the following order of priority:

(1) Contracts/orders awarded by DISC for the same or similar items of supply as are covered by this solicitation.

(2) Contracts/orders awarded by DISC for supplies within the same Federal Stock Class as those items of supply included in this acquisition.

(3) Contracts/orders for the same or similar items, and similar in scope of performance as the contract contemplated by this acquisition awarded by a government agency other than DISC, or by a commercial customer.

(d) Each offeror will be rated and evaluated on its performance under existing and prior contracts for the same and similar products or services. Performance information will be used in the determination of the best value to the Government. This evaluation process will focus on information that demonstrates quality of performance relative to the type, size and complexity of this acquisition.

(e) In addition to information obtained from DISC's records, data or information relating to the offeror's performance may be obtained from sources other than those listed pursuant to this provision, or other than the references furnished by the offeror. Examples of such sources are the Automated Best Value Model (ABVM), Dunn & Bradstreet (D & B), Federal agencies other than DISC, state and local government agencies, and any other independent source or sources which might have information which is considered relevant.

(f) Evaluation of past performance may be subjective based on consideration of all relevant facts and circumstances. Included in the determination will be conclusions as to the offeror's commitment to customer satisfaction, and other conclusions which will be based on informed judgment. The bases for the conclusions of

judgment will be documented and will be furnished to offerors upon request during debriefing.

(g) If an offeror does not have a relevant past performance history, or has no performance history, the offeror will receive a neutral rating for past performance.

EVALUATION - GOVERNMENT FURNISHED PROPERTY
(APR 1984) DISC 52.245-9I10

M009

The cost of transporting the Government property identified under clause entitled, "Government Furnished Property" from its present location (as identified in said clause) to the F.O.B. point identified in the offer, (and as defined in FAR clause 52.247-55) will be included in the evaluation of offers.

EVALUATION FACTOR FOR SOURCE INSPECTION
(AUG 1987) DLAD 52.213-9001

M010

This solicitation contemplates an award based on destination inspection. However, source inspection will be required for those Offerors to whom formal notification thereof has been issued prior to the closing date for receipt of offers under this solicitation. Accordingly, an evaluation factor of \$150 will be added to the offeror's quoted price, for each source inspection required, for purpose of determining the most advantageous offer received, price and other factors considered. Nothing in this provision affects the right of the Government to perform or waive source inspection on any resultant order/contract.

F.O.B. ORIGIN AND/OR DESTINATION - SIMPLIFIED
(SEP 1990) DISC 52.247-9I08

M011

(a) With respect to all items, quotations are invited on the basis of both F.O.B. Origin and F.O.B. Destination. The Government will award on such basis as the Contracting Officer determines to be most advantageous to the Government. A quotation on the basis of F.O.B. Origin only or F.O.B. Destination only is acceptable, but will be evaluated only on the basis submitted.

(b) The Contractor shall insert F.O.B. Origin prices in the column of the schedule headed "Quote A - F.O.B. Origin," and F.O.B. Destination prices in the column of the schedule headed "Quote B - F.O.B. Destination."

RIGHT TO APPLY F.O.B. ORIGIN OFFER
(OCT 1982) DLAD 52.214-9003

M013

Unless otherwise specified by the Bidder, the Government may apply an F.O.B. Origin offer against any F.O.B. Origin item or sub-item for the same product or supplies.

EVALUATION OF BIDS SUBJECT TO ECONOMIC PRICE ADJUSTMENT
(MAR 1974) DISC 52.216-9I19

M014

Notwithstanding the provisions of the clause entitled "Economic Price Adjustment _____"

bids shall be evaluated on the basis of quoted prices without an amount for economic price adjustment being added. Bids which provide for a ceiling lower than that stipulated, if a ceiling is stipulated in the clause, will also be evaluated on this basis but any resultant award will be made at the lower ceiling. Bids which provide for adjustment that may exceed the maximum adjustment stipulated, if a maximum is stipulated in the clause, or which limit or delete the downward adjustment, if a downward adjustment is stipulated in the clause, shall be rejected as nonresponsive.

EVALUATION - FIRST ARTICLE APPROVAL
(FEB 1970) DISC 52.209-9I03

M015

The cost to the Government of performing first article approval testing is estimated to be \$(To be cited in the individual solicitation.)

Accordingly, the above stated amount will be added in the evaluation of each offer for which the requirement for first article approval is not waived by the Government (See clauses entitled, "First Article Approval Tests" and "First Article Approval-Government Testing" in Sections I and K of the solicitation.)

EVALUATION - RENT - FREE USE OF GOVERNMENT PRODUCTION
M020
AND RESEARCH PROPERTY ADDENDUM (FEB 1970) DISC 52.245-9I08

With respect to each offer based on the rent free use of Government production and research property, the evaluation factor (notwithstanding anything to the contrary stated in this solicitation) will be computed on a period of use of 12 months. However, the Government property identified and authorized for use on a no-charge basis may be used by the Contractor on a no-charge basis for the performance of all delivery orders issued during the effective period of the contract award.

EVALUATION OF F.O.B. ORIGIN OFFERS (FEB 1983) DISC 52.247-9I04

M021

(a) Offers will be evaluated and awards made on an all or none basis by item. Notwithstanding the method of evaluation provided for herein, the price specified for each item in the award and in each delivery order shall correspond to the price offered therefore.

(b) The low offer for each item will be determined as follows:

(1) Multiply the unit price offered per item by the total estimated quantity (for the item) set forth in the schedule.

(2) Add to the amount obtained in sub-paragraph (b)(1) above (for each item) the freight calculated on the basis of the estimated quantity and tentative destination specified in the schedule (for the item), but using a freight rate applicable to _____ percent to the estimated quantity. For this purpose:

(i) The term "Freight" shall include all evaluation factors relative to transportation.

(ii) For evaluating offers and for no other purpose, the final destinations for the supplies will be the tentative destinations set forth in the schedule.

(iii) Offers will be evaluated based on the following estimated weight and cube:

Item No.

Weight Per Unit

Cube Per Unit

(Will be indicated in the solicitation)

(3) Additional evaluation factors, if any, required to be considered by this solicitation will be added to the amount obtained in sub-paragraph (b)(2) above.

The following paragraph (c) applies only if preceded by an "X" in the block provided in the solicitation:

[] (c) Except as may be otherwise provided in the set-aside notice, award of the set-aside shall be at the same unit prices awarded to the successful Offeror on the non-set-aside portion, adjusted, however, to reflect transportation, rent free use of Government property and other cost factors which were considered in evaluating offers on the non-set-aside portion. The set-aside award prices shall be subject to the same discount terms as the non-set-aside award prices.

QUANTITY INCREMENTS - EVALUATION OF OFFERS (ORIGIN)
(FEB 1983) DISC 52.216-9I02

M022

(a) Offers will be evaluated and awards made on an all-or-none basis by item and each Offeror may submit an offer for one or more items. However, an Offeror must submit a price for all quantity increments specified in the schedule for each item on which he wishes to submit an offer. If the Offeror desires to offer the same unit price for all quantity increments of an item, the Offeror may state that the same unit price applies to all quantity increments of that item instead of repeating the same unit price in all columns. If the Offeror does not desire to offer the same unit price for all quantity increments of an item; the Offeror must insert a unit price for each quantity increment for that item.

(b) Price offered must be unit prices. Each unit price offered must represent the full and complete price for the described unit of supply, inclusive of preservation, packaging, packing, set up and such other processing as may be required by this solicitation. FAILURE TO OFFER UNIT PRICES ON ALL QUANTITY INCREMENTS OF AN ITEM IN ACCORDANCE WITH THE REQUIREMENTS STATED ABOVE WILL RESULT IN THE REJECTION OF THE OFFER FOR THAT ITEM.

(c) The low offer for each item will be determined by the weighted average unit price calculated in accordance with the following formula:

(1) With respect to each quantity increment:

(i) Add to the unit price the freight cost per unit. For this purpose, the following shall apply:

(A) The freight rate used shall be based on the median of the quantity range specified for the increment (and upon the tentative destination specified for the item). Where an increment is expressed in terms which cannot be related to a quantity range with a fixed maximum quantity, then the quantity to be used shall be the lowest quantity specified. For example, if an increment were expressed in terms of "over 25,000" the quantity to be used would be 25,000.

(B) The term "Freight" shall include all evaluation factors relative to transportation.

(C) For evaluating offers and for no other purpose, the final destinations for the supplies will be the tentative destinations set forth in the schedule.

(D) Offers will be evaluated based on the following estimated shipping weight and cube;

Item No.

Weight Per Unit

Cube Per Unit

(Will be indicated in the solicitation)

(ii) Multiply the unit price as adjusted in subparagraph (c)(1)(i) above by the weighted value (i.e., number) assigned below to the quantity increment:

Item No.

Quantity Increment

Weighted Value Assigned

(2) Add the results obtained in subparagraph (c)(1)(ii) above for all of the quantity increments in the item and divide the total by _____ (the total of the weighted values assigned).

(3) Additional evaluation factors, if any, required to be considered by this solicitation (reduced, however, where appropriate, to a per unit amount based on the estimated quantity) will be added to the amount obtained in subparagraph (c)(2) above.

(d) Award shall be made in accordance with the requirements of applicable law and regulations and at the increment prices offered, with the low Offeror determined in accordance with the above formula. However, the unit prices which apply to each delivery order shall be in accordance with the clause entitled "Price to be Paid."

(e) An offer which conditions the Government's right to award one item on the concurrent award of one or more other items shall not qualify for award unless each of the items subject to such an all-or-none condition is low when individually evaluated in accordance with paragraph (b) above.

The following paragraph (f) applies only if preceded by an "X" in the block provided in the solicitation:

[] (f) Except as may be otherwise provided in the set-aside notice, award under the set-aside shall be in the same increment prices per item awarded to the successful Offeror on the non-set-aside portion, adjusted, however, to reflect transportation, rent free use of Government property and other cost factors which were considered in evaluating offers on the non-set-aside portion. The set-aside award prices shall be subject to the same discount terms as the non-set-aside award prices.

QUANTITY INCREMENTS - EVALUATION OF OFFERS (DESTINATION)
(FEB 1983) DISC 52.216-9103

M023

(a) Offers will be evaluated and awards made on all-or- none basis by item and each Offeror may submit an offer for one or more items. However, an Offeror must submit a price for all quantity increments specified in the schedule, for each item on which he wishes to submit an offer. If the Offeror desires to offer the same unit price for all quantity increments of an item, he may state that the same unit price applies to all quantity in all columns. If the Offeror does not desire to offer the same unit price for all quantity increments of an item, he must insert a unit price for each quantity increment for that item.

(b) Prices offered must be unit prices. Each unit price offered must represent the full and complete price for the described unit of supply, inclusive of preservation, packing, set up and such other processing as may be required by this solicitation.

FAILURE TO OFFER UNIT PRICES ON ALL QUANTITY INCREMENTS OF AN ITEM IN ACCORDANCE WITH THE REQUIREMENTS STATED ABOVE WILL RESULT IN THE REJECTION OF THE OFFER FOR THAT ITEM.

(c) The low offer for each item will be determined by the weighted average unit price calculated in accordance with the following formula:

(1) With respect to each quantity increment, multiply the unit price offered therefore by the weighted value (i.e., number) thereof which is assigned thereto below:

<u>Item No.</u>	<u>Quantity Increment</u>	<u>Weighted Value Assigned</u>
<i>(Will be indicated in the solicitation)</i>		

(2) Add the results obtained in subparagraph (c)(1) above for all of the quantity increments in the item and divide the total by _____ (the total of the weighted values assigned).

(3) Additional evaluation factors, if any, required to be considered by this solicitation (reduced, however, where appropriate, to a per unit amount based on the estimated quantity) will be added to the amount obtained in subparagraph (c)(2) above.

(d) The low F.O.B. DESTINATION (Bid B) offer will be determine by multiplying the unit price bid by total estimated quantity.

(e) Award shall be made either on an F.O.B. ORIGIN or F.O.B. DESTINATION basis with the low Offeror determined in accordance with the above formula. Notwithstanding the method of evaluation provided for herein, the price specified in each delivery order shall correspond to the price offered.

The following paragraph (f) applies only if preceded by an "X" in the block provided in the solicitation:

[] (f) Except as may be otherwise provided in the set-aside notice, award under the set-aside shall be at the same unit prices by item awarded to the successful Offeror on the non-set-aside portion, adjusted to reflect transportation, rent free use of Government property and other cost factors which were considered in evaluating offers on the non-set-aside portion. The set-aside award prices shall be subject to the same discount terms as the non-set-aside award price.

BASIS FOR SUBMISSION, EVALUATION AND AWARD
(FEB 1983) DISC 52.214-9I04

M024

(a) F.O.B. ORIGIN AND/OR DESTINATION

Offers are invited on the basis of both F.O.B. ORIGIN and F.O.B. DESTINATION, and the Government will award on such basis as the Contracting Officer determines to be most advantageous to the Government. An offer on the basis of F.O.B. ORIGIN only or F.O.B. DESTINATION only is acceptable, but will be evaluated on the basis submitted.

(b) F.O.B. ORIGIN offers are sometimes herein designated as Bid A. F.O.B. DESTINATION offers are sometimes herein designated as Bid B.

(c) The low F.O.B. ORIGIN (Bid A) offer, by item, will be determined as follows:

(1) Multiply the unit price offered by the total estimated quantity shown in the schedule.

(2) Add to the amount obtained in paragraph (c)(1)above, the freight, calculated on the basis of the estimated quantity and tentative destination specified in the schedule, but using a freight rate applicable to _____% of the total estimated quantity set forth in the schedule. For this purpose:

(i) For evaluating offers, the following tentative destinations shall apply:

ITEM NUMBER

TENTATIVE DESTINATION

(Will be indicated in the solicitation)

(ii) Offers will be evaluated based on the following estimated shipping weight:

ITEM NUMBER

WEIGHT PER UNIT

(Will be indicated in the solicitation)

(3) Additional evaluation factors, if any, required to be considered by this solicitation will be added to the amount obtained in subparagraph (c)(2) above.

(d) The low F.O.B. DESTINATION (Bid B) offer will be determined by multiplying the unit price bid by total estimated quantity.

(e) Award shall be made either on an F.O.B. ORIGIN or F.O.B. DESTINATION basis with the low Offeror determined in accordance with the above formula. Notwithstanding the method of evaluation provided for herein, the price specified in each delivery order shall correspond to the price offered.

The following paragraph (f) applies only if preceded by an "X" in the block provided in the solicitation:

[] (f) Except as may be otherwise provided in the set-aside notice, award under the set-aside shall be at the same unit prices by item awarded to the successful Offeror on the non-set-aside portion, adjusted to reflect transportation, rent free use of Government property and other cost factors which were considered in evaluating offers on the non-set-aside portion. The set-aside award prices shall be subject to the same discount terms as the non-set-aside award prices.

BASIS FOR SUBMISSION, EVALUATION AND AWARD
(FEB 1983) DISC 52.214-9I05

M025

(a) F.O.B. ORIGIN AND/OR DESTINATION

Offers are invited on the basis of both F.O.B. ORIGIN and F.O.B. DESTINATION, and the Government will award on such basis as the Contracting Officer determines to be most advantageous to the Government. An offer on the basis of F.O.B. ORIGIN only or F.O.B. DESTINATION only is acceptable, but will be evaluated only on the basis submitted.

(b) (1) F.O.B. ORIGIN offers are sometimes herein designated as Bid A. (2) F.O.B. DESTINATION offers are sometimes herein designated as Bid B. (3) F.O.B. ORIGIN prices shall be inserted in line with (and to the right of) the items listed under the phrase "Bid F.O.B. ORIGIN." (4) F.O.B. DESTINATION prices shall be inserted in line with (and to the right of) the items listed under the phrase "Bid F.O.B. DESTINATION."

(c) Offers will be evaluated and awards made on all-or-none basis by item. An Offeror must submit a price for all quantity increments specified in the schedule for each item on which he wishes to submit an offer. If the Offeror desires to offer the same unit price for all quantity increments of an item he may state that the same unit price applies to all quantity increments of that item instead of repeating the same unit price in all columns. If the Offeror does not desire to offer the same unit price for all quantity increments of an item, he must insert a unit price for each quantity increment for that item.

(d) Prices offered must be unit prices. Each unit price offered must represent the full and complete price for the described unit of supply, inclusive of preservation, packaging, packing, set up and such other processing as may be required by this solicitation. FAILURE TO OFFER UNIT PRICES ON ALL QUANTITY INCREMENTS OF AN ITEM

IN ACCORDANCE WITH THE REQUIREMENTS STATED ABOVE, WILL RESULT IN THE REJECTION OF THE OFFER FOR THAT ITEM.

(e) The low F.O.B. ORIGIN (Bid A) offer for each item will be determined by the weighted average unit price calculated in accordance with the following formula:

(1) With respect to each quantity increment:

(i) Add to the unit price the freight cost per unit. For this purpose the following shall apply:

(A) The freight rate used shall be based on the median of the quantity range specified for the increment (and on the tentative destination specified for the item). Where an increment is expressed in terms which cannot be related to a quantity range with a fixed maximum quantity, then the quantity to be used shall be the lowest quantity specified. For example, if an increment were expressed in terms of "over 25,000" the quantity to be used would be 25,000.

(B) The term "Freight" shall include all evaluation factors relative to transportation.

(C) For evaluating offers, the following tentative destinations shall apply:

Item Number

Tentative Destinations

(Will be indicated in the solicitation)

(D) Offers will be evaluated based on the following estimated shipping weight:

Item Number

Weight Per Unit

(Will be indicated in the solicitation)

(ii) The quantity increments set forth in the schedule are designated increments _____ and _____ and are assigned weighted values of _____ and _____ respectively. With respect to each quantity increment, multiply the price as adjusted in subparagraph (c)(1)(i) above by the assigned weighted values.

(2) Add the results obtained in subparagraph (e)(1)(ii) above for all of the quantity increments in the item and divide the total by _____ (the total of the weighted values assigned).

(3) Additional evaluation factors, if any, required to be considered by this solicitation (reduced, however, where appropriate, to a per unit amount based on the estimated quantity) will be added to the amount obtained in subparagraph (e)(2) above.

(f) The low F.O.B. DESTINATION (BID B) offer for each item will be determined by the weighted average unit price calculated in accordance with the following formula:

(1) With respect to each quantity increment, multiply the unit offered therefore by the weighted value (i.e., number assigned thereto as shown in subparagraph (e)(1)(ii) above).

(2) Add the results obtained in subparagraph (f)(1) above for all quantity increments in the item and divide the total by _____ (the total of the weighted values assigned).

(3) Additional evaluation factors, if any, required to be considered by this solicitation (reduced, however, where appropriate, to a per unit amount based on the estimated quantity) will be added to the amount obtained in subparagraph (f)(2) above.

(g) Award shall be made in accordance with the requirements of applicable law/regulations and at the increment prices offered, with the low Offeror determined in accordance with the above formula. However, the unit prices which will apply to each delivery order shall be in accordance with the clause entitled "Price to be Paid".

(h) An offer which conditions the Government's right to award one item upon the concurrent award of one or more other items shall not qualify for award unless each of the items subject to such an all-or-none condition is low when individually evaluated in accordance with the foregoing.

The following paragraph (i) applies only if preceded by an "X" in the block provided in the solicitation:

[] (i) Except as may be otherwise provided in the set-aside notice, the award under the set-aside shall be in the same increment prices per item awarded to the successful Offeror on the non-set-aside portion, adjusted to reflect transportation, rent free use of Government property, and other cost factors which were considered in evaluating offers on the non-set-aside portion. The set-aside award prices shall be subject to the same discount terms as the non-set-aside prices.

EVALUATION OF OPTIONS WITH EPA
(JUL 1992) DISC 52.217-9104

M030

Evaluation procedures for Option provisions utilizing an Economic Price Adjustment are contained in DISC Clause 1042, Option To Extend The Term Of The Contract - Notice of EPA Provision, or DISC clause 1134, Option to Extend the Term of Requirements Contract - Notice of EPA Provision (Alternate), whichever is included elsewhere in this solicitation.

PORT HANDLING AND OCEAN COSTS IN OFFER EVALUATION
(APR 1985) DLAD 52.247-9001

M032

The above tentative port handling and ocean freight charges are set forth for the information of Offerors. In evaluating offers received in response to this solicitation, the Government will utilize those charges which are on file as of the date of bid opening (or closing time specified for receipt of proposals) and effective for the date, of expected initial shipment. A list of port handling and ocean freight charges actually used in evaluation, if substituted for any listed above, will be furnished interested Offerors upon request.

EVALUATION - DELIVERY EVALUATION FACTOR
(APR 1994) DISC 52.211-9114

M034

(a) For purposes of evaluation of the offeror's proposed delivery in accordance with the clause in Section F entitled, "TIME OF DELIVERY - DELIVERY EVALUATION FACTOR," the PLT Daily Value for each item is as follows:

ITEM NO.

PLT DAILY VALUE

(Will be indicated in the solicitation)

(b) Evaluation of offers with the PLT Daily Value will be conducted as set forth below:

(1) Offered Delivery Earlier Than Required Delivery Schedule. If the Offeror proposes a delivery schedule which is earlier than the Government's Required Delivery Schedule, the PLT Daily Value will be multiplied by the number of days by which the offered delivery is earlier than the Government's Required Delivery Schedule. The product of this calculation will be subtracted from the Total Price for the item, which will be obtained by multiplying the

Offered Unit Price by the quantity specified for the item. The difference of this calculation will be the Evaluated Total Price for the item.

(2) Offered Delivery Longer Than Required Delivery Schedule. If the Offeror proposes a delivery schedule which is longer than the Government's Required Delivery Schedule, the PLT Daily Value will be multiplied by the number of days by which the offered delivery is later than the Government's Required Delivery Schedule. The product of this calculation will be added to the Total Price for the item, which will be obtained by multiplying the Offered Unit Price by the quantity specified for the item. The sum of this calculation will be the Evaluated Total Price for the item.

(3) Offered Delivery The Same As Required Delivery. If the Offeror proposes a delivery schedule which is the same as the Government's Required Delivery Schedule for an item, the offer will be evaluated on the basis of price only for that item.

(c) Offers For Less Than Total Quantity Of An Item. To the extent permitted by the solicitation, and to the extent that an item might be separately awardable, an offer for less than the total quantity of an item will be evaluated on a prorata basis using the above evaluation process.

(d) The Contract Award. The "effective date of contract" for purposes of delivery pursuant to this clause is the effective date shown on the Award document, or the Preliminary Notice of Award, by which the offer is accepted. The Award will be mailed, or otherwise furnished to the Offeror on the date shown on the Award document as the "date signed." Therefore, in computing the time of performance, the Offeror should allow sufficient time for arrival of the contract in due course of mail. Further, any offer of delivery which is phrased in terms of "after receipt of contract (ARC)" or "after receipt of order (ARO)" will be evaluated by adding five (5) days for due course of mail. When the Award is being made to an Offeror whose offer was determined to be the best value even though the offered price was not the lowest price before application of the PLT Daily Value in the evaluation equation, the Award document or Notice of Award will be telefaxed to the awardee on the date that the Award is signed by the Contracting Officer to ensure same day receipt. Mailing of the hard copy of the Award will follow.

(e) Enforcement Of Contract Delivery When Award Is The Result Of Application Of DEF. In the event that the Award is based on a best value combination of price and delivery, in which a daily Production Lead Time (PLT) evaluation differential was calculated in favor of the awardee, DELIVERY LATER THAN THE CONTRACT DELIVERY DATE (CDD) IS PROHIBITED PENDING A DETERMINATION BY THE CONTRACTING OFFICER REGARDING AN EQUITABLE ADJUSTMENT IN THE CONTRACT PRICE. AN EQUITABLE ADJUSTMENT IN THE CONTRACT PRICE SHALL INCLUDE, BUT NOT BE LIMITED TO:

(1) The PLT Daily Value used in the evaluation for each day by which the actual delivery exceeds the CDD, up to, but not exceeding the Total Evaluation Differential cited on the face of this contract, AND,

(2) The administrative cost of \$250 for modifying the contract to provide for a revised delivery schedule, in the event that a modification is necessary. Additionally, the Government reserves the right to all remedies allowed under the law as well as the terms of this contract including but not limited to terminating the contract for default, in whole or in part, pursuant to the "Default" clause of the contract, and to assess excess costs of repurchase against the account of the defaulted contractor, in addition to the foregoing reductions in price.

COMPUTATION OF CUBE - WOOD PRODUCTS (FEB 1996) DISC 52.247-9I28

M036

For the purpose of applying the rates specified in paragraph d of Provision K024, the total cubic feet for each CLIN will be computed as follows:

(a) Softwood Lumber: The cube will be computed based on the minimum size specified by the issue of the American Softwood Lumber Standard PS20-70 in effect on the date of the solicitation for nominal size, degree of surfacing and moisture content specified for each CLIN. When a CLIN specification permits any stage of seasoning and offers are submitted based on furnishing dry lumber for specified CLINs the cube of such CLINs will be based on the minimum dry size for the stated nominal size and degree of surfacing.

(b) Hardwood Lumber: The cube will be computed based on the minimum size specified by the National Hardwood Lumber Association Rules in effect on the date of the solicitation for the nominal size, degree of surfacing and moisture content specified for each CLIN.

(c) Poles, Piling and Logs: The cube in board foot measure will be calculated using the Brereton scale and the minimum butt and tip circumferences and the length specified for each CLIN. Measurement tons are computed using the conversion factor of 480 board foot measure equals one measurement ton (40 cu. ft.).

(d) Plywood: The cube will be computed based on plywood being packaged as required by Federal Specification NN-P-530.

(e) Other Wood Products: The cube will be computed based on the dimensions specified for each CLIN.

EVALUATION OF PAST PERFORMANCE UNDER THE AUTOMATED BEST
VALUE MODEL (ABVM) PROGRAM
(FEB 1996) DISC 52.215-9I14

M037

(a) In addition to price and other related factors, offers on this acquisition will be subject to the Defense Logistics Agency's (DLA) ABVM program, an automated system which collects and analyzes Offerors' past performance history and assigns a numeric score. In accordance with the program, which is described in clause L059, NOTICE: Automated Best Value Model (ABVM) Program, located elsewhere in this solicitation, the Contracting Officer will make a comparative assessment of performance risk by considering Offerors' scores and evaluated prices, and make an award to the firm whose offer represents the greatest value to the Government.

(For purposes of this clause the following statements are applicable when indicated in the solicitation)

-- For this acquisition, price and performance factors will be evaluated equally.

-- For this acquisition, the performance factor considers quality performance and delivery performance to be of equal value.

-- For this acquisition, price and performance factors will be evaluated equally unless a different order of precedence is indicated below:

☐ Price is of greater importance than performance.

☐ Performance is of greater importance than price.

-- For this acquisition, the performance factor considers quality performance and delivery performance to be of equal value unless otherwise indicated below:

☐ Quality performance is of greater importance than delivery performance.

☐ Delivery performance is of greater importance than quality performance.

EVALUATION OF PAST PERFORMANCE UNDER THE AUTOMATED BEST
VALUE MODEL (ABVM) PROGRAM - SIMPLIFIED ACQUISITIONS
(FEB 1996) DISC 52.215-9I15

M038

In addition to price and other related factors, the Contracting Officer, on this acquisition, may consider past delivery and quality performance as an evaluation factor using the DLA ABVM Program, and may make an award at other than the lowest evaluated price.

EVALUATION OF MANUALS
(JUN 1996) DISC 52.227-9I08

M039

(a) Offers will be evaluated on the basis of furnishing two manuals with each end item. If the Offeror fails to indicate a unit price for manuals, it will be construed to mean that the cost of acceptable manuals, in the quantity required, is included in the offered price for the applicable end item(s) and the offer will be evaluated accordingly. No award for manuals will be made to other than an Offeror who receives an award for the end item to which the commercial manual is applicable.

(b) In addition, in the evaluation of offers, the cost of additional manuals for distribution as required by the attached Commercial Manual Distribution Form, will be added to each offer, unless a waiver is granted pursuant to the Commercial Manual Clause.

(c) If commercial manuals are required, the Contractor will certify in writing that distribution has been made pursuant to Commercial Manual Distribution Form. This certificate, properly signed, will accompany the first invoice submitted for payment.

CONDITIONS FOR EVALUATION OF OFFERS OF SURPLUS MATERIAL
DLAD 52.211-9003 (MARCH 1997)

M041

The Agency will make every reasonable effort to determine, prior to award, the acceptability of the surplus material offered, when the offered price meets the savings threshold shown below, and the offer has a reasonable chance to receive an award based on price offered. Generally, the Agency will not evaluate offers of surplus material not meeting the dollar threshold. The savings potential is based on the cost of evaluation (\$200 if only a local evaluation is involved, or \$900 if the offer of surplus material must be forwarded to an Engineering Support Activity for evaluation). If the Agency determines that an evaluation cannot be completed before the expected contract award date due to urgent requirements for the item, the offer of surplus material will not be considered for the present procurement, but will still be evaluated for acceptability for future procurements for the same item.